



**CITY COUNCIL
MEETING AGENDA
July 7, 2022**

**Mark Ammel, Mayor
Karen Moore, Mayor Pro Tem
Ronald J. Beauchamp, Council Member
Tyler DuBord, Council Member
Todd Flath, Council Member**

**Patrick S. Jordan, City Manager
Phil DeMay, City Clerk
Lisa Vogler, City Attorney**

City Council Chambers located at: City Hall – 410 Ludington Street – Room C101 – Escanaba, MI 49829

The Council has adopted a policy to use a Consent Agenda, when appropriate. All items with an asterisk (*) are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event, the item will be removed from the General Order of Business and considered in its normal sequence on the Agenda.

Regular Meeting

Thursday, July 7, 2022, at 7:00 p.m.

CALL TO ORDER

ROLL CALL

INVOCATION/PLEDGE OF ALLEGIANCE

APPROVAL/CORRECTION(S) TO MINUTES – Regular Meeting – June 16, 2022

APPROVAL/ADJUSTMENTS TO THE AGENDA

CONFLICT OF INTEREST DECLARATION(S)

BRIEF PUBLIC COMMENT(S)

PUBLIC HEARINGS

- 1. Public Hearing – Condemnation of Structure Located at 1002 Stephenson Avenue – Code Compliance Department – Public Safety.**
Explanation: Administration is requesting condemnation of the structure located at 1002 Stephenson Avenue, which has been posted as unsafe to occupy due to its current condition.
- 2. Public Hearing – Condemnation Located at 630 1st Avenue South – Code Compliance Department – Public Safety.**
Explanation: Administration is requesting condemnation of the remaining foundation and concrete slab located at 630 1st Avenue South.

UNFINISHED BUSINESS

- 1. Discussion – Commercial Marijuana in the City of Escanaba – Administration.**
Explanation: City Council and staff will continue discussion on Retail Marijuana presence in the City of Escanaba.
- 2. Discussion – Progress Regarding Sale and Development of Jail and Chamber Sites – Administration.**
Explanation: Administration will update City Council on the progress regarding the sale and development of the Jail and Chamber properties.
- 3. Discussion – Annual Review of City Manager Patrick Jordan and Evaluation.**
Explanation: City Council will hold a discussion on the results of the evaluations with City Manger Patrick Jordan.

NEW BUSINESS

- 1. Approval – Agreement with Wells Township – Public Safety.**
Explanation: Administration is seeking City Council approval to renew a contract between the City of Escanaba and Wells Township to provide continued fire protection for Wells Township.

2. Approval – Traffic Control Order (TCO) No. 1012 – Public Safety.

Explanation: Administration is seeking City Council approval of TCO No. 1012. Traffic Control Orders expire 90 days from the filing date unless approved by Council. The Traffic Control Order calls for the following:

No. 1012 – NO PARKING signs be installed on the south side of the 2600 block and 2700 block of 1st Avenue South.

3. Approval – Request to Purchase City Property – Administration.

Explanation: Administration has received a request to purchase 419 South 32nd Street for the purpose of a residential home. The bid price is \$22,500, the Assessor’s appraisal is \$34,000, and the private appraisal is \$36,000.

4. Approval – Road Closure – Great Lakes Federal Credit Union – Administration.

Explanation: Great Lakes Federal Credit Union requesting City Council approval to close the 2100 block of 3rd Place, on August 12, 2022, from 11:00 a.m. until 3:00 p.m., for their annual Member Appreciation Day. Administration is recommending approval of the request contingent upon the following: 1) Proper insurance was provided naming the City of Escanaba as an additional insured, and 2) event sponsors provide all labor material and clean up at the conclusion of the event.

5. Approval – Service Truck – Electric.

Explanation: The Electric Department has two service trucks, model years 2005 and 2015. The 2005 recently failed the annual inspection and is not worth repairing. Administration is requesting approval to purchase a new service truck from Utility Sales & Service through the MIDeal program for \$219,635. This item is included in the 2022/23 budget.

6. Approval – Solar Land License & Management Agreement – Electric.

Explanation: Administration is requesting City Council approval to change the twelve month settlement period in Section 8.4 of the Solar Land License & Management Agreement to January 1 to December 31.

7. Approval – Conduct Lead Service Line Replacements – Water.

Explanation: Administration is requesting City Council approval to retain & hire any contractor to install a water service, who is licensed and insured to conduct this type of work, at the rate of \$3,100.00 for half a service or \$5,900.00 for a entire service per site or address, which is deemed necessary by the Water Department.

8. Closed Session – Discuss a Written Legal Opinion.

Explanation: Pursuant to MCL 15.268(h) a closed session is proposed to discuss a written legal opinion regarding Community Development Block Grant, MSC 218001-CDF, exempt from disclosure under MCL 15.243(1)(g) as attorney-client privilege.

APPOINTMENTS
BOARD, COMMISSION, AND COMMITTEE REPORTS
GENERAL PUBLIC COMMENT
ANNOUNCEMENTS
ADJOURNMENT

Respectfully Submitted



**Patrick S. Jordan
City Manager**

**OFFICIAL PROCEEDINGS
CITY COUNCIL
CITY OF ESCANABA, MICHIGAN
Regular Council Meeting
Thursday, June 16, 2022**

The meeting was called to order by the Honorable Mayor Mark Ammel at 7:00 p.m. in the Council Chambers of City Hall located at 410 Ludington Street.

Present: Mayor Mark Ammel, Council Members, Ronald J. Beauchamp, Tyler DuBord, Todd Flath, and Karen Moore

Absent: None

Also Present: City Manager Patrick S. Jordan, City Clerk Phil DeMay, Department Heads, media, and members of the public.

City Clerk DeMay led Council in the Pledge of Allegiance.

Moore moved, Beauchamp seconded, **CARRIED UNANIMOUSLY**, to approve Regular Meeting minutes from June 2, 2022, as submitted.

Flath moved, Moore seconded, **CARRIED UNANIMOUSLY**, to approve Special Meeting minutes from June 6, 2022, as submitted.

ADJUSTMENTS TO THE AGENDA

DuBord moved, Moore seconded, to move New Business Item #12 to New Business item #1 and make it a Closed Session.

Flath moved, DuBord seconded, **CARRIED UNANIMOUSLY**, to approve the City Council Agenda as amended.

CONFLICT OF INTEREST DECLARATION

City Council Member Moore declared a conflict of interest for New Business item #7 because she is the president of the organization under consideration.

BRIEF PUBLIC COMMENT

- Charles Lindquist – discussed Delta County Historical Society funding.

PUBLIC HEARINGS

PH-1 Public Hearing – DWRP Project Plan – Water Department.

A public hearing was required for the City to be able to qualify for the State Revolving

Loan Money to be allocated to our planned upgrades at the Water Plant.

This being a public hearing, Mayor Ammel asked for public comment.

Flath moved, Beauchamp seconded, to open the Public Hearing.

Upon a call of the roll, the vote was as follows:

Ayes: Flath, Beauchamp, Moore, DuBord, Mayor Ammel

Nays: None

MOTION CARRIED.

- Christine Williams – discussed water rates.
- Barb Lindstrom – discussed the percentage of lead pipes in the City of Escanaba.

Flath moved, Moore seconded, to close the Public Hearing.

Upon a call of the roll, the vote was as follows:

Ayes: Flath, Moore, Beauchamp, DuBord, Mayor Ammel

Nays: None

MOTION CARRIED.

PH-2 Public Hearing - Ordinance No. 1267 - Appropriations Ordinance Amendment.

A public hearing was conducted on an amendment to the current Appropriations Ordinance for the fiscal year ending June 30, 2022. An amendment was needed to balance out over and under expenditures within various departmental budgets for the 2021-22 fiscal year. This action was mandated by State law and adjusts budget accounts to help ensure that no individual line items are overrun.

This being a public hearing, Mayor Ammel asked for public comment.

Hearing no public comment, Mayor Ammel then closed the public hearing.

PH-2 “By Council Member Flath, seconded by Council Member Moore;

Resolved, That Ordinance No. 1267, the Appropriations Ordinance Amendment, given its public hearing at this meeting, be and is hereby adopted and that it be published in accordance with the requirements of the City Charter.”

Herewith Ordinance No. 1267 adopted by title:

" AN ORDINANCE TO AMEND ORDINANCE NO. 1244, ENTITLED AN ORDINANCE TO MAKE APPROPRIATIONS AND CORRESPONDING REVENUES FOR THE YEAR ENDED JUNE 30, 2022. "

Full text in Ordinance Record "M".

Upon a call of the roll, the vote was as follows:

Ayes: Flath, Moore, Beauchamp, DuBord, Mayor Ammel

Nays: None

RESOLUTION DECLARED ADOPTED."

PH-3 Public Hearing – Notice of Improvements (Special Assessment Project) – 12' Asphalt Paved Alley Located Between North 18th Street and North 19th Street and Between 6th Avenue North and 5th Avenue North – Public Works.

The City of Escanaba received a petition from property owners requesting the City to construct a 12' asphalt paved alley located between North 18th Street and North 19th Street and between 6th Avenue North and 5th Avenue North. On May 19, 2022, the City of Escanaba held a Public Hearing on the proposed improvement. The City of Escanaba now held a Public Hearing on the proposed special assessed improvement project so that any comments or objections to the proposed alley assessments could be heard. Administration recommended approval of the special assessments.

This being a public hearing, Mayor Ammel asked for public comment.

Hearing no public comment, Mayor Ammel then closed the public hearing.

PH-3 Flath moved, Beauchamp seconded, to approve the special assessment for construction of a 12' asphalt paved alley located between North 18th Street and North 19th Street and between 6th Avenue North and 5th Avenue North.

Upon a call of the roll, the vote was as follows:

Ayes: Flath, Beauchamp, Moore, DuBord, Mayor Ammel

Nays: None

MOTION CARRIED.

PH-4 Public Hearing – Notice of Improvements (Special Assessment Project) – 14' Asphalt Paved Alley Located Between Lake Shore Drive and Grand Avenue and between 17th Avenue South and 18th Avenue South – Public Works.

The City of Escanaba received a petition from property owners requesting the City to construct a 14' asphalt paved alley located between Lake Shore Drive and Grand

Avenue and between 17th Avenue South and 18th Avenue South. On May 19, 2022, the City of Escanaba held a Public Hearing on the proposed improvement. The City of Escanaba now held a Public Hearing on the proposed special assessed improvement project so that any comments or objections to the proposed alley assessments could be heard. Administration recommended approval of the special assessments.

This being a public hearing, Mayor Ammel asked for public comment.

Hearing no public comment, Mayor Ammel then closed the public hearing.

PH-4 DuBord moved, Beauchamp seconded, to approve the special assessment for construction of a 14' asphalt paved alley located between Lake Shore Drive and Grand Avenue and between 17th Avenue South and 18th Avenue South.

Upon a call of the roll, the vote was as follows:

Ayes: DuBord, Beauchamp, Moore, Flath, Mayor Ammel
Nays: None

MOTION CARRIED.

UNFINISHED BUSINESS

UB-1 Discussion – Commercial Marijuana in the City of Escanaba – Administration.

City Council and staff continued discussion on Retail Marijuana presence in the City of Escanaba.

DuBord moved, Beauchamp seconded, **CARRIED UNANIMOUSLY**, to direct the City Manager to provide the documentation for council regarding the zoning draft from the Planning Commission along with any ordinance examples that the attorney can provide prior to a Special Joint Meeting with the Planning Commission with a date set by City Manager.

UB-2 Discussion – Progress Regarding Sale and Development of Jail and Chamber Sites – Administration.

Administration updated City Council on the progress regarding the sale and development of the Jail and Chamber properties.

City Assessor James McNeil updated council on the progress of the sale and development of the jail and chamber properties.

UB-3 Discussion – Annual Review of City Manager Patrick Jordan and Evaluation.

City Council discussed the next step in the evaluation process.

Beauchamp moved, DuBord seconded, **CARRIED UNANIMOUSLY**, to distribute the City Manager evaluation tabulation to Council and City Manager. Then at the next Regular City Council meeting on July 7, 2022, discuss the results of the evaluations with City Manager Patrick Jordan.

NEW BUSINESS

The time being 7:58 p.m. DuBord moved, Moore seconded, **CARRIED UNANIMOUSLY**, the Council recessed.

The time being 8:05 p.m. came back in session.

NB-1 Closed Session – Update on Status of Ongoing Investigation – Public Safety.

Public Safety Detective gave an update on investigation ongoing since early 2020.

Discussion was held with Attorney Vogler and Escanaba Public Safety detective on ongoing fraud case.

Ammel moved, Flath seconded, to go into Closed Session.

Upon a call of the roll, the vote was as follows:

Ayes: Mayor Ammel, Flath, Moore, Beauchamp, DuBord
Nays: None

MOTION CARRIED.

The time was 8:05 p.m.

DuBord moved, Beauchamp seconded, to come back into Open Session.

Upon a call of the roll, the vote was as follows:

Ayes: DuBord, Beauchamp, Moore, Flath, Mayor Ammel
Nays: None

MOTION CARRIED.

The time was 8:34 p.m.

No Council actions were taken during closed session.

NB-1 Mayor Ammel moved, Moore seconded, to accept and follow the recommendation of the City Attorney and Director of Public Safety to close the criminal file discussed in closed session. Then distribute a press release regarding the investigation.

Upon a call of the roll, the vote was as follows:

Ayes: Mayor Ammel, Moore, Beauchamp, DuBord, Flath
Nays: None

MOTION CARRIED.

NB-2 Approval – Resolution 22-05, SRF Project Plan Resolution – Water Department.

Following the public hearing the City must pass a resolution adopting a SRF Project Plan. Administration sought Council approval to adopt Resolution 22-05 – A Resolution Adopting a Final Project Plan Amendment for Water System Improvements and Designating an Authorized Project Representative.

NB-2 “By Council Member DuBord, seconded by Council Member Moore;

Resolution 22-05

**A RESOLUTION ADOPTING A PROJECT PLAN AMENDMENT
FOR WATER SYSTEM IMPROVEMENTS AND
DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE**

WHEREAS, the City of Escanaba, MI recognizes the need to make improvements to its existing water treatment and distribution system; and

WHEREAS, the City of Escanaba, MI authorized C2AE of Escanaba, MI to prepare a Project Plan, which recommends the construction of water service replacement in lead-impacted service lines throughout the City of Escanaba, and water main replacements; and

WHEREAS, said Project Plan was presented at a Public Hearing held on June 16, 2022 and all public comments have been considered and addressed;

NOW THEREFORE BE IT RESOLVED, that the City of Escanaba, MI formally adopts said Project Plan and agrees to implement the selected alternative (Alternative #2, Replacement of Water Main, and Lead Impacted Services).

BE IT FURTHER RESOLVED, that the Escanaba City Manager, a position currently held by Patrick Jordan, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Plan as the first step in applying to the State of Michigan for a Drinking Water

Revolving Fund Loan to assist in the implementation of the selected alternative.

Upon a call of the roll, the vote was as follows:

Ayes: DuBord, Moore, Beauchamp, Flath, Mayor Ammel

Nays: None

RESOLUTION DECLARED ADOPTED.”

NB-3 Approval - Annual Service Agreement - William Bonifas Fine Arts Center.

The William Bonifas Fine Arts Center sought Council approval of their 2022-23 Service Agreement in the amount of \$5,000. Under the terms of the agreement, the Center will provide (6 to 8) exhibitions in the Alice Powers Gallery, a minimum (4) on-stage (or radio) plays, a minimum of (35) classes in the creative and visual arts, and workshops, which will be available to the citizens of Escanaba. Administration recommended approval of the Service Agreement. This was a budgeted item.

NB-3 DuBord moved, Flath seconded, to approve the William Bonifas Fine Arts Center 2022-23 Service Agreement in the amount of \$5,000.

Upon a call of the roll, the vote was as follows:

Ayes: DuBord, Flath, Moore, Beauchamp, Mayor Ammel

Nays: None

MOTION CARRIED.

NB-4 Approval – Resolution 22-04, Resolution of Support - Bonifas Arts Center - 2023 Music Mondays Summer Concerts - Administration.

The Bonifas Art Center sought Council approval of a resolution supporting their grant application to the Michigan Council for Arts and Cultural Affairs seeking funds for the "Music Mondays" Summer Concert Series. If approved, the City of Escanaba will serve as the Administrator for the funds. Administration recommended approval.

NB-4 “By Council Member DuBord, seconded by Council Member Flath;

RESOLUTION 22-04

**Resolution in Support of a Grant Application to the
Michigan Council for Arts and Cultural Affairs**

**AT A MEETING OF THE CITY COUNCIL OF THE CITY OF ESCANABA, MICHIGAN, HELD
ON JUNE 16, 2022**

RESOLUTION - SUPPORTING THE GRANT APPLICATION TO THE MICHIGAN ARTS AND CULTURAL COUNCIL SEEKING MATCHING FUNDS FOR THE "MUSIC MONDAYS" SUMMER CONCERT SERIES.

WHEREAS, the City Council of the City of Escanaba, Michigan, does hereby find as follows:

WHEREAS, the City desires to support the cultural lives of area residents through opportunities to be exposed to new art and music;

WHEREAS, the City has an excellent partner in the Bonifas Arts Center to successfully organize and promote community events, and promote cultural tourism and sponsor area musicians through public concerts;

WHEREAS, The City will administer the grant funds, if awarded, as set forth in the application;

WHEREAS, the City has a policy detailing equal opportunity provisions for job applicants and public accommodations and agrees to conform to the Assurances and Guidelines set forth in the application;

NOW, THEREFORE, BE IT HEREBY PROCLAIMED by the City Council of the City of Escanaba, Michigan, that the grant application should be made to the Michigan Council for Arts and Cultural Affairs for the August 3, 2022 deadline.

Upon a call of the roll, the vote was as follows:

Ayes: DuBord, Flath, Moore, Beauchamp, Mayor Ammel

Nays: None

RESOLUTION DECLARED ADOPTED.”

NB-5 Approval – Insurance Renewal - Controller.

Administration requested City Council approval of the 2022/23 property and liability insurance through MMRMA.

NB-5 Flath moved, Moore seconded, to approve of the 2022/23 property and liability insurance through MMRMA.

Upon a call of the roll, the vote was as follows:

Ayes: Flath, Moore, Beauchamp, DuBord, Mayor Ammel

Nays: None

MOTION CARRIED.

NB-6 Approval – Delta County Historical Society Agreement – City Manager.

Administration requested City Council approval of the 2022/23 service agreement with the Delta County Historical Society. This item was included in the 2022/23 Budget.

NB-6 DuBord moved, Moore seconded, to approve of the 2022/23 service agreement with the Delta County Historical Society.

Upon a call of the roll, the vote was as follows:

Ayes: DuBord, Moore, Beauchamp, Flath, Mayor Ammel

Nays: None

MOTION CARRIED.

NB-7 Approval – Enhance Escanaba Agreement – City Manager.

Administration requested City Council approval of the 2022/23 service agreement with the Enhance Escanaba. This item was included in the 2022/23 Budget.

NB-7 Flath moved, Beauchamp seconded, to approve of the 2022/23 service agreement with the Enhance Escanaba.

Upon a call of the roll, the vote was as follows:

Ayes: Flath, Beauchamp, DuBord, Mayor Ammel

Nays: None

Abstain: Moore

MOTION CARRIED.

Council member DuBord excused council member Moore from voting due to her conflict-of-interest declaration.

NB-8 Approval – Curbing Bid – Engineering/Public Works.

Administration sought City Council approval of the 2022 Curbing Bid from Bacco Construction Company, Inc. of Iron Mountain, MI, for the unit price of \$18.10 per foot. The total estimate for curb was \$63,893.00.

NB-8 Beauchamp moved, DuBord seconded, to approve of the 2022 Curbing Bid from Bacco Construction Company, Inc. of Iron Mountain, MI, for the unit price of \$18.10 per foot.

Upon a call of the roll, the vote was as follows:

Ayes: Beauchamp, DuBord, Moore, Flath, Mayor Ammel
Nays: None

MOTION CARRIED.

NB-9 Approval – General Service Agreement with C2AE for Engineering Services – Engineering/Public Works.

Administration sought City Council approval to contract with C2AE of Escanaba to provide engineering services on an as needed basis. Engineering services would be billed at an hourly rate as stated in the contract.

NB-9 Beauchamp moved, DuBord seconded, to approve to contract with C2AE of Escanaba to provide engineering services on an as needed basis.

Upon a call of the roll, the vote was as follows:

Ayes: Beauchamp, DuBord, Moore, Flath, Mayor Ammel
Nays: None

MOTION CARRIED.

NB-10 Approval – ADA Ramp Construction – Engineering/Public Works.

Administration requested City Council approval of the unit prices as quoted by Bacco Construction to complete the ADA sidewalk ramps on South 15th Street as part of their curbing contract. Bacco Construction quoted a total of \$44,648.78 to complete sidewalk ramps on South 15th Street between 1st Avenue South and 5th Avenue South.

NB-10 Flath moved, DuBord seconded, to approve of the unit prices as quoted by Bacco Construction to complete the ADA sidewalk ramps on South 15th Street between 1st Avenue South and 5th Avenue South as part of their curbing contract in the amount of \$44,648.78.

Upon a call of the roll, the vote was as follows:

Ayes: Flath, DuBord, Moore, Beauchamp, Mayor Ammel
Nays: None

MOTION CARRIED.

NB-11 Approval – Resolution 22-06 – Designated Street Administrator – Engineering/Public Works.

Administration sought City Council approval of a Resolution for Designation of Street Administrator of Wendy Taavola, Interim City Engineer, as required by the Michigan Department of Transportation Public Act 51.

NB-11 “By Council Member Flath, seconded by Council Member DuBord;

Resolution 22-06

RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

Therefore, be it resolved, that this Honorable Body designate Wendy Taavola as the single Street Administrator for the City of Escanaba in all transactions with the State Transportation Department as provided in Section 13 of the Act.

Upon a call of the roll, the vote was as follows:

Ayes: Flath, DuBord, Moore, Beauchamp, Mayor Ammel
Nays: None

RESOLUTION DECLARED ADOPTED.”

NB-12 Update – Street Paving – Engineering/Public Works.

The Engineering Department updated City Council on this year’s street paving schedule and prioritizing projects using the PASER rating system.

Interim City Engineer Wendy Taavola updated council on the paving project schedule.

APPOINTMENT(S) TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

Council Consensus made the following appointment:

Richard Clark appointed to the Zoning Board of Appeals, expiring June 1, 2025.

BOARD, COMMISSION, AND COMMITTEE REPORTS

Council Members reviewed City Board and Commission meetings each attended since the last City Council Meeting.

GENERAL PUBLIC COMMENT

- Christine Williams – discussed Marijuana store front caps.
- Fran Balcerak– discussed Enhanced Escanaba.

ANNOUNCEMENTS – None

Hearing no further public comment Flath moved, DuBord seconded, the Council adjourned at 9:09 p.m.

Respectfully submitted

Phil DeMay
City Clerk

Approved: _____
Mark Ammel, Mayor

Agenda Item: PH-1
Date: 07/07/2022

City Council Agenda Item Request

Date: 06/29/2022

Name: Blaine DeGrave

Department: Public Safety Department

Item: Public Hearing for Condemnation of Property

Meeting date requested: 07/07/2022

Explanation for request:

Administration is requesting condemnation of the structure located at 1002 Stephenson Avenue, which has been posted as unsafe to occupy due to its current condition.



Code Enforcement Division

1900 3rd Avenue North Escanaba, MI 49829

906-786-6121 Fax 906-786-6030

Background Information

1002 Stephenson

Taxes are current and paid in Full

Utilities have been turned off since September 8, 2021

Documents:

Correction Notice dated May 20, 2021 **(Attachment #1)**

Exterior Photo's **(Attachment #2)**

04/09/21

EMS and Public Safety called to residence at 1002 Stephenson: Dorothy Pineda was helped and taken to St. Francis for treatment and care. Blaine DeGrave, Code Official, was called to the property to evaluate the structure. Met with Richard Pineda, son of Dorothy Pineda, and spoke to him about the condition of the structure.

Over the next 2 months until 05/20/21, I worked with Mr. Pineda to get the house cleaned out. He did rent out a dumpster and cleaned out a large portion of the interior of the home. He was working on trying to get the damaged exterior areas of the home repaired.

05/20/21

I sent out a Correction Notice for the repairs of the structure. (See Attachment #1) I have had no contact with Mr. Richard Pineda since this day.

02/22/22

I was contacted by a Norman Flurry, a cleanout contractor for a foreclosure company. He was asking about the "Unsafe to Occupy" sign placed on the front and side door. I told him at that time that the tags were for no one to occupy the residence but that the home could be cleaned and repaired.

I have had no further contact with Mr. Norman Flurry.

04/25/22

I contacted a Claudia from Servicelink, getting the number from the door tag on the building. She asked me to send her the Correction Notice of repairs and also explained that I would be bringing the possible condemnation of the building to the Council. No further contact has been made or received.

June 10, 2022

Sent out letters to Dorothy Pineda concerning the Public Hearing and also tagged the doors of the building.
(Attachment #3)

06/22/22

Contacted ServiceLink again concerning the building: I spoke to a Karen about the building and long grass. I told her that I had a contractor that was going to cut the grass and that I had a Public Hearing date scheduled to bring to the City Council for possible condemnation. She was to contact someone concerning the building.

06/27/22

Contractor has cut the grass and removed and properly disposed of debris.

06/27/22

Contacted Servielink again concerning the building: I spoke again with Karen. I informed her that I did have the grass cut at the property. I also informed her of the Public Hearing on July 7th concerning its possible condemnation. She was going to report that the grass was cut and also about the Public Hearing. I asked her to have someone contact me with any possible action on their end concerning the building and property.

06/28/22

Sent e-mail to Diane Hackencamp concerning this property. (See Attachment)

06/29/22

On this date I received an e-mail **(Attachment #4)** from a Diane Hackencamp, Violation Coordinator, Property Preservation for ServiceLink stating that there is a pending foreclosure sale for mid-July and asked what can be done to avoid the condemnation action. They would not be able to continue with the sale if there's a condemn notification attached to the property.

With this new information it will be my recommendation to postpone the condemnation until the meeting in August in the hopes the property may be purchased for rehab. There are parties that are interested in the property.

#1

P.O. Box 946 • Escanaba, MI 49829-0946
906-786-1755



906-786-9402 • fax

May 20, 2021

Dorothy Pineda
Attention: Richard Pineda
1002 Stephenson
Escanaba, MI 49829-1552

RE: 1002 Stephenson Escanaba, MI. 49829

Dear Ms. Pineda and Richard Pineda:

As you know, the City of Escanaba has tagged your home as "Unsafe to Occupy" at 1002 Stephenson Escanaba, MI. and is requiring the building to be brought into code compliance with Escanaba's Property Maintenance Code and the State of Michigan building codes, or demolished, in that it has become blight to the community and is considered an unsafe structure in accordance with Section PM-108.1 of Escanaba's Property Maintenance Code.

CORRECTION NOTICE - PROPERTY MAINTENANCE CODE

GENERAL DEFINITIONS AND REQUIREMENTS

PM - 101.2 Scope: This code is to protect the public health, safety and welfare in all existing structures, residential and nonresidential, and on all existing premises by establishing minimum requirements and standards for premises, structures, equipment, and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; fixing the responsibility of owners, operators and occupants; regulating the occupancy of existing structures and premises, and providing for administration, enforcement and penalties.

PM - 101.3 Intent: This code shall be constructed to secure its expressed intent, which is to insure public health, safety and welfare insofar as they are affected by the continued occupancy and maintaining of structures and premises. Existing structures shall be altered or repaired to provide a minimum level of health and safety as required herein.



Mission Statement:
Enhancing the enjoyment and livability of our community by providing quality municipal services.
The City of Escanaba is an equal opportunity employer and provider.

PM - 101.4 Referred Standards: The standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced standards, the provisions of this code shall apply.

PM - 101.5 Existing Remedies: The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and unsanitary.

PM - 101.6 Workmanship: All repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner.

PM - 101.7 Application of Other Codes: Any repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the building, plumbing and mechanical codes and NFPA 70.

SECTION PM - 105.0 DUTIES AND POWERS OF CODE OFFICIALS

PM - 105.1 General: The code official shall enforce all of the provisions of this code. (Implemented: Ordinance 907 as of May 17, 1996) **PM - 105.2 Notices and Orders:** The code official shall issue all necessary notices or orders to ensure compliance with the code. (Implemented: Ordinance 907 as of May 17, 1996)

PM - 105.3 Right of Entry: The code official is authorized to enter the structure or premises at reasonable times to inspect. Prior to entering into a space not otherwise open to the general public, the code official shall make a reasonable effort to locate the owner or other person having charge or control of the structure or premises, present proper identification and request entry. If requested entry is refused or not obtained, the code official shall pursue recourse as provided by law. (Implemented: Ordinance 907 as of May 17, 1996)

PM - 105.4 Access by Owner or Operator: Every occupant of a structure or premises shall give the owner or operator thereof, or agent or employee, access to any part of such structure or its premises at reasonable times for the purpose of making such inspection, maintenance, repairs or alterations as are necessary to comply with the provisions of this code. (Implemented: Ordinance 907 as of May 17, 1996)

PM - 105.5 Identification: The code official shall carry proper identification when inspecting structures or premises in the performance of duties under this code. (Implemented: Ordinance 907 as of May 17, 1996)

PM - 105.6 Coordination of Enforcement: Inspection of premises, the issuance of notices and orders and enforcement thereof shall be the responsibility of the code official so charged by the jurisdiction. Whenever inspections are necessary by any other department, the code official shall make reasonable effort to arrange for the coordination of such inspections so as to minimize the number of visits by inspectors, and to confer with the other departments for the purpose of eliminating conflicting orders before any are issued. A department shall not, however, delay the issuance of any emergency orders. (Implemented: Ordinance 907 as of May 17, 1996)

PM - 105.7 Rule-Making Authority: The code official shall have power as necessary in the interest of public health, safety and general welfare, to adopt the promulgate rules and regulations to interpret and implement the provisions of this code to secure the intent thereof and to designate requirements applicable because of local climatic or other conditions. Such rules shall not have the effect of waiving structural or fire performance requirements specifically provided for in this code or of violating accepted engineering practice involving public safety. (Implemented: Ordinance 907 as of May 17, 1996)

PM - 105.8 Organization: The code official shall appoint such number of officers, technical assistants, inspectors and other employees as shall be necessary for the administration of this code and as authorized by the appointing authority. The code official is authorized to designate an employee as deputy who shall exercise all the powers of the code official during the temporary absence or disability of the code official. (Implemented: Ordinance 907 as of May 17, 1996)

PM - 105.9 Restriction of Employees: An official or employee connected with the enforcement of this code, except one whose only connection is that of a member of the Board of Appeals established under the provisions of Section

PM-111.0, shall not be engaged in, or directly or indirectly connected with, the furnishings of labor, materials or appliances for construction, alteration or maintenance of a building, or the preparation of construction documents thereof, unless that person is the owner of the building; nor shall such officer or employee engage in any work that conflicts with official duties or with the interests of the department. Exception: An official or employee connected with the administration and enforcement of city funded rehabilitation projects can engage in assisting the property owner with bid specifications, Property Maintenance Codes – Page 4 material specifications and awarding of city funded rehabilitation contracts.

PM - 105.10 Relief From Personal Responsibility: The code official, officer or employee charged with the enforcement of this code, while acting for the jurisdiction, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of any act required or permitted in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in any action, suit or proceeding that is instituted in pursuance of building inspection, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of the official duties in connection therewith.

PM - 105.11 Official Records: An official record shall be kept of all business and activities of the department specified in the provisions of this code, and all such records shall be open to public inspection at all appropriate times and according to reasonable rules to maintain the integrity and security of such records.

SECTION PM - 108.0 UNSAFE STRUCTURES AND EQUIPMENT

PM - 108.1 General: When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

PM - 108.1.1 Unsafe Structure: An unsafe structure means a building or structure that has one or more of the following defects or is in one or more of the following conditions:

A. A door, aisle, passageway, stairway or other means of exit does not conform to the approved Escanaba Property Maintenance Code adopted by the City of Escanaba.

B. A portion of the building or structure is damaged by fire, wind, flood, or other cause so that the structural strength or stability of the building or structure is appreciably less than it was before the catastrophe and does not meet the minimum requirements of the Escanaba Property Maintenance Code adopted by the City of Escanaba for a new building or structure, purpose or location.

C. A part of the building or structure is likely to fall, become detached or dislodged or collapse and injure persons or damage property.

D. A portion of the building or structure has settled to such an extent that wall or other structural portions of the building or structure have materially less resistance to wind than is required in the case of new construction by the Escanaba Property Maintenance Code adopted by the City of Escanaba.

E. The building or structure, or a part of the building or structure, because of dilapidation, deterioration, decay, faulty construction or the removal or movement of some portion of the ground necessary for the support, or for other reason, is likely to partially or completely collapse or some portion of the foundation or underpinning of the building or structure is likely to fall or give way.

F. The building, structure or a part of the building or structure is manifestly unsafe for the purpose for which it is used.

G. The building or structure is damaged by fire, wind or flood or is dilapidated or deteriorated and becomes an attractive nuisance to children who might play in the building or structure to their danger, or becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful or immoral act.

H. A building or structure used or intended to be used for dwelling purposes, including the adjoining grounds, because of dilapidation, decay, damage, faulty construction or arrangement, or otherwise, is unsanitary or unfit for human habitation, is in a condition that the health officer determines is likely to cause sickness or disease, or is likely to injure the health, safety, or general welfare of people living in the dwelling.

I. A building or structure is vacant, dilapidated and open at door or window, leaving the interior of the building exposed to the elements or accessible to entrance by trespassers.

J. An unsafe structure is one that is found to be dangerous to life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation, that partial or completely collapse is likely.

PM - 108.1.2 Unsafe Equipment: Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

PM - 108.1.3 Structure Unfit for Human Occupancy: A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

PM - 108.1.4 Unlawful Structure: An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

PM - 108.2 Closing of Vacant Structures: If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner to close up the premises within the time specified in the order, the code official shall cause the premises to be closed through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

PM - 108.3 Notice: Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner or the person or persons responsible for the structure or equipment in accordance with Section PM-107.3. The notice shall be in the form prescribed in Section PM-107.2.

PM - 108.4 Placarding: Upon failure of the owner or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment, a placard bearing the word "condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

PM - 108.5 Prohibited Occupancy: Any person who shall occupy a placard premises or shall operate placard equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placard premises or operate placard equipment shall be liable for the penalties provided by this code.

PM - 108.6 Removal of Placard:

The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

SECTION PM - 109.0 EMERGENCY MEASURES

PM - 109.1 Imminent Danger: When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: "Do Not Enter... Unsafe to Occupy". It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition, or of demolishing the same.

PM - 109.2 Temporary Safeguards: Notwithstanding other provisions of this code, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding-up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency.

PM - 109.3 Closing Streets: When necessary for the public safety, the code official shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized.

PM - 109.4 Emergency Repairs: For the purpose of this section, the code official shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

PM - 109.5 Cost of Emergency Repairs: Cost incurred in the performance of emergency work shall be paid from the treasury of the jurisdiction on approval of the code official. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises where the unsafe structure is or was located for the recovery of such costs.

PM - 109.6 Hearing: Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

PM - 110.1 General: Any dwelling, rooming house or other structure covered by the provisions of this code may be condemned as unfit for human habitation or a public nuisance in that it or they are a nuisance to public health and/or safety, by the City Council. Such condemnation shall occur only after a detailed report by the code official is filed with and submitted to the City Manager with his/her recommendations to the City Council. If the City Council decides to proceed with the condemnation it shall set a date and time for a public hearing on the matter not less than four (4) weeks after the date of the meeting which it decides to proceed. The City Manager shall have the name of the owners and any interested parties determined from the property records in the office of the County Register of Deeds or the City Assessor Office. Written notice of the proposed condemnation action shall be served on the owner and any others having an interest, setting forth the date, time and place of the public hearing, a legal description of the property, a statement of the defects in the building(s) or structure(s), and a statement of what must be done to the buildings or structures to place them in a condition so they are no longer a public nuisance to the public health and/or safety. Such notices may be served on the interested party or parties in person, or by certified mail, or if unknown or whereabouts unknown, by posting for not less than ten (10) days in two (2) conspicuous places on the buildings or structures in question.

If a property owner, by his/her own decision or in compliance with a condemnation order of the City Council, proposes to proceed with demolition of any building or structure, he/she shall apply to the Building Inspector for a demolition permit as provided for in the Uniform building Code. Such permit shall be taken out in the name of the owner of the property at the time of the condemnation proceedings. The permit shall list the name and residence address of the owner, the name of the demolition contractor if there be one, the time the property is to be cleared of the buildings and structures, both starting and completion date. The permit shall also require that the premises be cleaned up by removal of all scrap Property Maintenance Codes – Page 9 material and rubbish, and basement or other depression be filled in and the lot left clean and level. If the demolition is not to be performed by a bonded contractor, the code official may, if in his/her opinion in circumstances and conditions make it desirable so to do, require a cash deposit of not less than fifty dollars (\$50.00) or more than one thousand dollars (\$1,000), as a guarantee of the faithful performance of the terms of the demolition permit. The amount of such cash deposit shall be returned to the applicant upon completion of the work to the satisfaction of the code official. At no time will the completion date of a building or structure exceed ninety (90) days from date of condemnation.

PM - 110.2 Order: All notices and orders shall comply with Section PM-107.0.

PM - 110.3 Failure to Comply: If the owner of a premises fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be razed and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such razing and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

PM - 110.4 Salvage Materials: When any structure has been ordered razed and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of razing and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such surplus does not remain to be turned over, the report shall so state.

PM - 202.0 Definition "Workmanlike": Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged, and without marring adjacent work.

PM - 302.1 Definition "Occupant": Any person living or sleeping in a building; or having possession of a space within a building.

PM - 302.1 Definition "Operator": Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

PM - 302.1 Definition "Owner": Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PM - 302.1 Definition "Public Nuisance": Includes the following:

1. The physical condition or occupancy of any premises regarded as a public nuisance at common law; or
2. Any physical condition or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations and unsafe fences or structures; or
3. Any premises that has unsanitary sewerage or plumbing facilities; or
4. Any premises designated as unsafe for human habitation; or
5. Any premises that is manifestly capable of being a fire hazard, or is manifestly unsafe or unsecure so as to endanger life, limb or property; or
6. Any premises from which the plumbing, heating or facilities required by this code have been removed, or from which utilities have been disconnected, destroyed, removed or rendered ineffective, or the required precautions against trespassers have not been provided; or
7. Any premises that is unsanitary, or that is littered with rubbish or garbage, or that has an uncontrolled growth of weeds; or

8. Any structure that is in a state of dilapidation, deterioration or decay; faulty construction; overcrowded; open, vacant or abandoned; damaged by fire to the extent so as not to provide shelter; in danger of collapse or failure; and dangerous to anyone on or near the premises.

PM - 302.1 Definition "Exterior Property": The open space on the premises and on adjoining property under the control of owners or operators of such premises.

PM - 302.1 Definition "Garbage": The animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

PM - 302.1 Definition "Rubbish": Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

PM - 303.4 Weeds: It shall be unlawful and constitute an immediate public nuisance of the owner or owners of property within the boundaries of the City of Escanaba, to allow real property to become overgrown with weeds. Between June 1 and October 30 of each year, all platted and/or developed premises and exterior property shall be maintained free from weeds or plant growth in excess of 10 inches. All noxious weeds shall be prohibited. Weeds and/or plant growth shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Exception: Unplatted and/or undeveloped properties over 2 acres in size are required to cut a 50 foot swath between the adjacent platted and/or developed premises or exterior property line/boundary. Additionally, a 50 foot swath is required on all exterior premises or exterior property with adjacent to a roadway or other public way.

PM - 306.3.2 Containers: The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, leakproof approved containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal.

PM - 402.1 Definition "Habitable Space": Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

CODE VIOLATIONS

PM - 108.1 General: When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code. (Implemented: Ordinance 907 as of May 17, 1996)

PM - 108.1.1 Unsafe Structure: An unsafe structure means a building or structure that has one or more of the following defects or is in one or more of the following conditions:

- A.** A door, aisle, passageway, stairway or other means of exit does not conform to the approved Escanaba Property Maintenance Code adopted by the City of Escanaba.
- B.** A portion of the building or structure is damaged by fire, wind, flood, or other cause so that the structural strength or stability of the building or structure is appreciably less than it was before the catastrophe and does not meet the minimum requirements of the Escanaba Property Maintenance Code adopted by the City of Escanaba for a new building or structure, purpose or location.
- C.** A part of the building or structure is likely to fall, become detached or dislodged or collapse and insure persons or damage property.
- D.** A portion of the building or structure has settled to such an extent that wall or other structural portions of the building or structure have materially less resistance to wind than is required in the case of new construction by the Escanaba Property Maintenance Code adopted by the City of Escanaba.
- E.** The building or structure, or a part of the building or structure, because of dilapidation, deterioration, decay, faulty construction or the removal or movement of some portion of the ground necessary for the support, or for other reason, is likely to partially or completely collapse or some portion of the foundation or underpinning of the building or structure is likely to fall or give way.
- F.** The building, structure or a part of the building or structure is manifestly unsafe for the purpose for which it is used.
- G.** The building or structure is damaged by fire, wind or flood or is dilapidated or deteriorated and becomes an attractive nuisance to children who might play in the building or structure to their danger, or becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful or immoral act.

H. A building or structure used or intended to be used for dwelling purposes, including the adjoining grounds, because of dilapidation, decay, damage, faulty construction or arrangement, or otherwise, is unsanitary or unfit for human habitation, is in a condition that the health officer determines is likely to cause sickness or disease, or is likely to injure the health, safety, or general welfare of people living in the dwelling.

I. A building or structure is vacant, dilapidated and open at door or window, leaving the interior of the building exposed to the elements or accessible to entrance by trespassers.

J. An unsafe structure is one that is found to be dangerous to life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation, that partial or completely collapse is likely.

REMEDY: BECAUSE THE BUILDING IS MANIFESTLY UNSAFE FOR THE PURPOSE FOR WHICH IT IS USED AND CAN BE DEFINED AS A PUBLIC NUISANCE AND BECAUSE THE BUILDING IS DETERIORATED AND DAMAGED TO A POINT THAT THE STRENGTH AND STABILITY OF THE BUILDING IS APPRECIABLY LESS THAN IT WAS BEFORE IT BECAME DELAPIDATED AND DETERIORATED AND DOES NOT MEET THE MINIMUM REQUIREMENTS OF THE ESCANABA PROPERTY MAINTENANCE CODE AS ADOPTED BY THE CITY, THE BUILDING IS GOING TO HAVE TO BE BROUGHT UP TO MINIMUM ORDINANCE AND CODE STANDARDS OR DEMOLISHED AND REMOVED.

TIME LIMITATION FOR COMPLIANCE

A VIABLE BUILDING RESTORATION PLAN OF ACTION THAT OUTLINES THE IMPROVEMENTS THAT WILL BE MADE TO THE BUILDING AND WHEN THE IMPROVEMENTS WILL BE MADE OR A DEMOLITION PLAN MUST BE SUBMITTED TO THE CITY OF ESCANABA FOR REVIEW AND DISCUSSION NO LATER THAN JULY 20, 2021 AT 2:00 P.M.

IN THE EVENT A PLAN IS NOT SUBMITTED, REVIEWED AND ACCEPTED BY JULY 27, 2021 AT 2:00 P.M. THE MATTER WILL BE BROUGHT BEFORE THE ESCANABA CITY COUNCIL AT ITS EARLIEST CONVENIENCE, SO THAT A PUBLIC HEARING CAN BE SCHEDULED BEFORE THE COUNCIL AT THEIR REGULARY SCHEDULED MEETING NO LATER THAN FOUR (4) WEEKS AFTER THE DATE OF THE MEETING WHICH IT DECIDES TO PROCEED.

IN THE EVENT YOU ELECT TO DEMOLISH THE BUILDING ON YOUR OWN ACCORD, A DEMOLITION PERMIT MUST BE OBTAINED FROM THE CITY OF ESCANABA AND ALL WORK MUST BE COMPLETED BY AUGUST 31, 2021.

PM - 110.1 General: Any dwelling, rooming house or other structure covered by the provisions of this code may be condemned as unfit for human habitation or a public nuisance in that it or they are a nuisance to public health and/or safety, by the City Council. Such condemnation shall occur only after a detailed report by the code official is filed with and submitted to the City Manager with his/her recommendations to the City Council. If the City Council decides to proceed with the condemnation it shall set a date and time for a public hearing on the matter not less than four (4) weeks after the date of the meeting which it decides to proceed. The City Manager shall have the name of the owners and any interested parties determined from the property records in the office of the County Register of Deeds or the City Assessor Office. Written notice of the proposed condemnation action shall be served on the owner and any others having an interest, setting forth the date, time and place of the public hearing, a legal description of the property, a statement of the defects in the building(s) or structure(s), and a statement of what must be done to the buildings or structures to place them in a condition so they are no longer a public nuisance to the public health and/or safety. Such notices may be served on the interested party or parties in person, or by certified mail, or if unknown or whereabouts unknown, by posting for not less than ten (10) days in two (2) conspicuous places on the buildings or structures in question.

If a property owner, by his/her own decision or in compliance with a condemnation order of the City Council, proposes to proceed with demolition of any building or structure, he/she shall apply to the Building Inspector for a demolition permit as provided for in the Uniform building Code. Such permit shall be taken out in the name of the owner of the property at the time of the condemnation proceedings. The permit shall list the name and residence address of the owner, the name of the demolition contractor if there be one, the time the property is to be cleared of the buildings and structures, both starting and completion date. The permit shall also require that the premises be cleaned up by removal of all scrap Property Maintenance Codes – Page 9 material and rubbish, and basement or other depression be filled in and the lot left clean and level. If the demolition is not to be performed by a bonded contractor, the code official may, if in his/her opinion in circumstances and conditions make it desirable so to do, require a cash deposit of not less than fifty dollars (\$50.00) or more than one thousand dollars (\$1,000), as a guarantee of the faithful performance of the terms of the demolition permit. The amount of such cash deposit shall be returned to the applicant upon completion of the work to the satisfaction of the code official. At no time will the completion date of a building or structure exceed ninety (90) days from date of condemnation.

IMPORTANT ADMINISTRATIVE INFORMATION –
PLEASE READ CAREFULLY

PM - 106.1 Unlawful Acts: It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, remove, demolish, maintain, fail to maintain, provide, fail to provide, occupy, let to another or occupy or permit another person to occupy any structure or equipment regulated by this code, or cause same to be done, contrary to or in conflict with or in violation of any of the provisions of this code, or to fail to obey a lawful order of the code official, or to remove or deface a placard or notice posted under the provisions of this code.

PM - 106.2 Penalty: Any person, firm or corporation, who shall violate any provision of this code shall, upon conviction thereof, be subject to a fine of not more than five hundred dollars (\$500.00) or imprisonment for a term not to exceed ninety (90) days, or both, at the discretion of the court. Each day that a violation continues after due notice has been served, in accordance with the terms and provisions hereof, shall be deemed a separate offense.

PM - 106.3 Prosecution: In case of any unlawful acts, the code official shall institute an appropriate action or proceeding at law to exact the penalty provided in Section PM-106.2. Also, the code official shall ask the jurisdiction's legal representative to proceed at law or in equity the person responsible for the violation for the purpose of ordering the person:

1. To restrain, correct or remove the violation or refrain from any further execution of work;
2. To restrain or correct the erection, installation, maintenance, repair or alteration of such structure;
3. To require the removal of work in violation; or
4. To prevent the occupancy of the structure that is not in compliance with the provisions of this code.

PM - 107.2 Form: Such notice prescribed in Section PM - 107.1 shall:

1. Be in writing;
2. Include a description of the real estate sufficient for identification;
3. Include a statement of the reason or reasons why the notice is being issued; and
4. Include a correction order allowing a reasonable time for the repairs and improvement required to bring the dwelling unit or structure into compliance with the provisions of this code.

Exception: In an owner, operator or tenant has previously received two (2) notices to abate any violation as stated in Section PM - 303.0 Exterior Property Areas within the preceding twelve (12) months, and another violation is verified, then that property will be considered in habitual violation of the ordinance and the City may abate the nuisance violation without any further notice to the property owner, operator or tenant. The cost that the City incurs in the abatement of the violation shall be actual costs thereof, plus twenty-five percent (25%) for the cost of inspection and other incidental costs in connection with the enforcement of the code and shall be recorded as a lien with the Delta County Treasurer's Office.

PM - 107.5 Transfer of Ownership: It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee, lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

PM - 111.1 Application for Appeal: Any person affected by a decision of the code official or a notice of order issued under this code shall have the right to appeal to the Board of Zoning Appeals, provided that a written application for appeal is filed within ten (10) days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of the code of the rules legally adopted thereunder have been incorrectly interpreted, the provisions of the code do not fully apply, or the requirement of this code are adequately satisfied by other means. The Zoning Board of Appeals shall not have the authority to alter or change this code; provided, however, that in interpreting and applying the provisions of this code, the requirement shall be the spirit and intent of the code but not the granting of a special privilege.

If you have any questions concerning this matter, please telephone me.

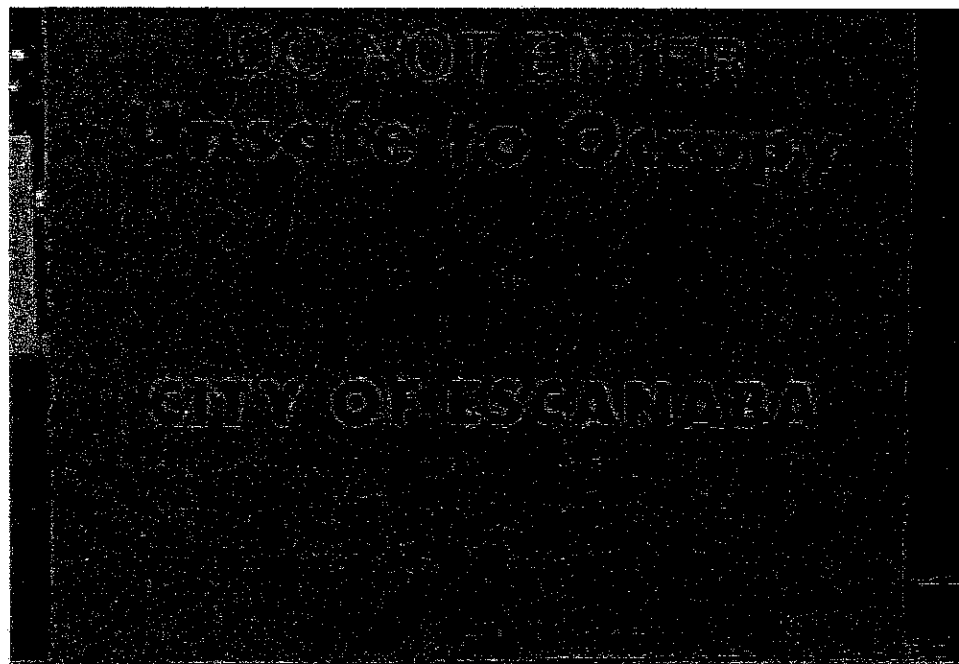
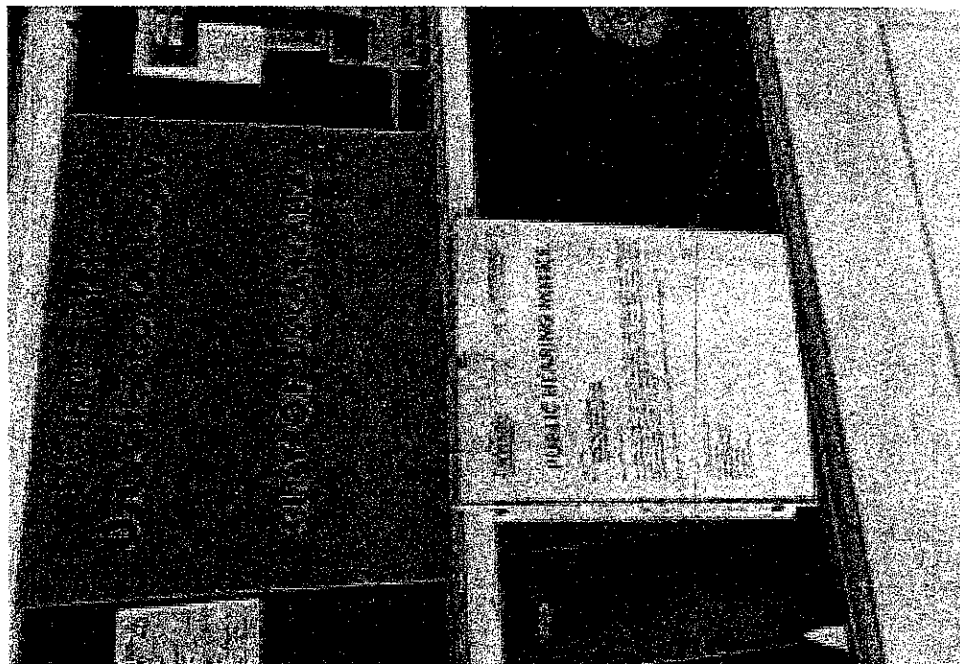
Sincerely,



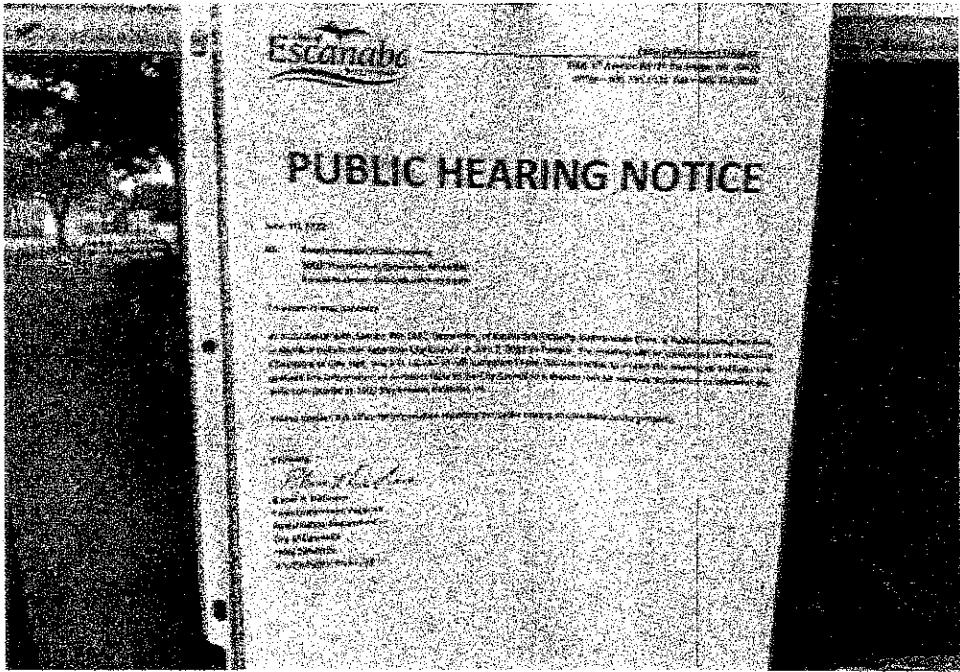
Blaine R. DeGrave
Public Safety Department
(906) 786-6121
bdegrave@escanaba.org

ENCLOSURE: Board of Appeals Application

#2



#2



3



Code Enforcement Division

1900 3rd Avenue North Escanaba, MI 49829
Office – 906.786.6121 Fax – 906.786.6030

PUBLIC HEARING NOTICE

June 10, 2022

**RE: Condemnation Public Hearing
1002 Stephenson, Escanaba, MI 49829
Parcel Number: 051-260-2919-333-009**

To whom it may concern:

In accordance with Section PM-110.1 Demolition, of Escanaba's Property Maintenance Code, a **Public Hearing** has been scheduled before the Escanaba City Council on **July 7, 2022 at 7:00pm**. The meeting will be conducted in the Council Chambers of City Hall, which is located at 410 Ludington Street. You are invited to attend this hearing so that you can present any information or pertinent facts to the City Council so a decision can be made as to whether to condemn the structure located at 1002 Stephenson, Escanaba, MI.

Please contact this office for information regarding this public hearing or conditions on the property.

Sincerely,

Blaine R. DeGrave
Code Compliance Inspector
Public Safety Department
City of Escanaba
(906) 786-6121
bdegrave@escanaba.org

Re: Lawn Care 1002 Stephenson Ave Escanaba MI 49829 251
Blaine DeGrave <bdegrave@escanaba.org>
Wed 6/29/2022 11:50 AM
To:



[Redacted]

Thank you Diane...I am getting the invoice forwarded to me and will send out to you ASAP. Will your group be keeping the property maintained here forward?

I will request the council to consider postponing the condemnation until the next meeting in August. I am believing that they will do that but will let you know either way. Please keep me informed of any developments concerning this property.

Thank you,
Blaine

From: [Redacted]
Sent: Wednesday, June 29, 2022 10:51 AM
To: Blaine DeGrave <bdegrave@escanaba.org>
Cc: [Redacted]
Subject: RE: Lawn Care 1002 Stephenson Ave Escanaba MI 49829 251

This message was sent securely using Zix®

Hi Blaine,

Thank you for reaching out to me.

We do have a work order in the field, but they've informed me yesterday, they have had some equipment failure and are getting caught up on work orders. They should be caught up by Sunday.

Additionally, there was an active loss mitigation status. We're unauthorized to provide any preservation work while the homeowner is working with the bank. I have put in a request for an update. If the loss mitigation status has been removed, we can continue with the pending work order.

The property is pending a foreclosure sale for mid July. What can I help with to avoid the condemnation action? We won't be able to continue with the sale if there's a condemn notification attached to the property.

Can you send me any invoices attached to this property? I can forward them to the bank.

Thank you,

Diane Hackencamp
Violation Coordinator, Property Preservation

[Redacted]

Exceptional customer service is our number one priority at ServiceLink. If at any time you feel you are not receiving a high level of service, please feel free to contact my supervisor at [REDACTED]

From: Blaine DeGrave <bdegrave@escanaba.org>

Sent: Tuesday, June 28, 2022 1:44 PM

To: [REDACTED]

Subject: Lawn Care

IMPORTANT NOTICE - This message sourced from an external mail server outside of the Company.

Good Afternoon Diane,

I am contacting you concerning the property located at 1002 Stephenson Avenue here in Escanaba, MI.

I have had the grass cut and debris picked up around the property to try to maintain a decent appearance on the property. I will also be bringing condemnation action against the property and before the City Council on July 7th.

We normally send out the bill for the grass cutting and debris removal directly to the property owner, but I do not expect to get a reply from her or her son. If this is something that would be taken care of by someone on your end, please let me know who I should be contacting or sending the invoices to otherwise we will follow our general procedure.

Also, as I stated, the council may condemn the property and require the building to be demo'd at the July 7th regular City Council meeting. If there is any input from anyone on your end, please let me know.

Thanks,

Blaine DeGrave
Code Official
Public Safety Department
City of Escanaba
(906) 786-6121
bdegrave@escanaba.org

NOTICE: The information contained in this message is proprietary and/or confidential and may be privileged. If you are not the intended recipient of this communication, you are hereby notified to: (i) delete the message and all copies; (ii) do not disclose, distribute or use the message in any manner; and (iii) notify the sender immediately.

This message was secured by **Zix**[®].

Agenda Item: PH-2
Date: 07/07/2022

City Council Agenda Item Request

Date: 06/29/2022

Name: Blaine DeGrave

Department: Public Safety Department

Item: Public Hearing for Condemnation of Property

Meeting date requested: 07/07/2022

Explanation for request:

Administration is requesting condemnation of the remaining foundation and concrete slab located at 630 1st Avenue South.



Code Enforcement Division

1900 3rd Avenue North Escanaba, MI 49829

906-786-6121 Fax 906-786-6030

Background Information

630 1st Avenue South

Taxes are current and paid in Full

Documents:

Letters of Documentation and Meeting

Exterior Photo's (**Attachment #1**)

January 7, 2015

City Council condemned the existing structure and ordered its demolition.

February 10, 2015

Todd and Maria Caron apply for demolition permit. (**Attachment #2, 2a,2b**)

May 29, 2019

Certificate of Mailing: Letter requesting removal of concrete (**Attachment #3**)

July 10, 2019

Certificate of Mailing: Concerning removal of concrete (**Attachment #4**)

June 29, 2020

Certified letter: Concerning removal of concrete (**Attachment #5, 5a,**)

August 10, 2020

Meeting with Maria Caron: Discussed possible using the property for storage units.

August 14, 2020

Regular mailing: Letter of storage units denial due to zoning. (**Attachment #6, 6a, 6b, 6c, 6d, 6e, 6f,**)

April 25, 2022

Caron Letter: Advised Caron's of possible Public Hearing date for condemnation. **(Attachment #7)**

May 3, 2022

Met with Maria Caron: She stated that they would remove all concrete above and just below the ground level. I stated that it is required to remove all the concrete but I would speak to City Manager and if supported, he would still have to appeal any decision to the Board of Appeals. I was also going to proceed with setting a date for a Public hearing to move forward with the condemnation. The City Manager did not support partial removal.

June 2, 2022

City Council Meeting: Requested the Council to set a Public Hearing date for the possible condemnation. The Council set a hearing date for July 7, 2022.

June 10, 2022

Caron Letter: Concerning Public Hearing **(Attachment #8)**

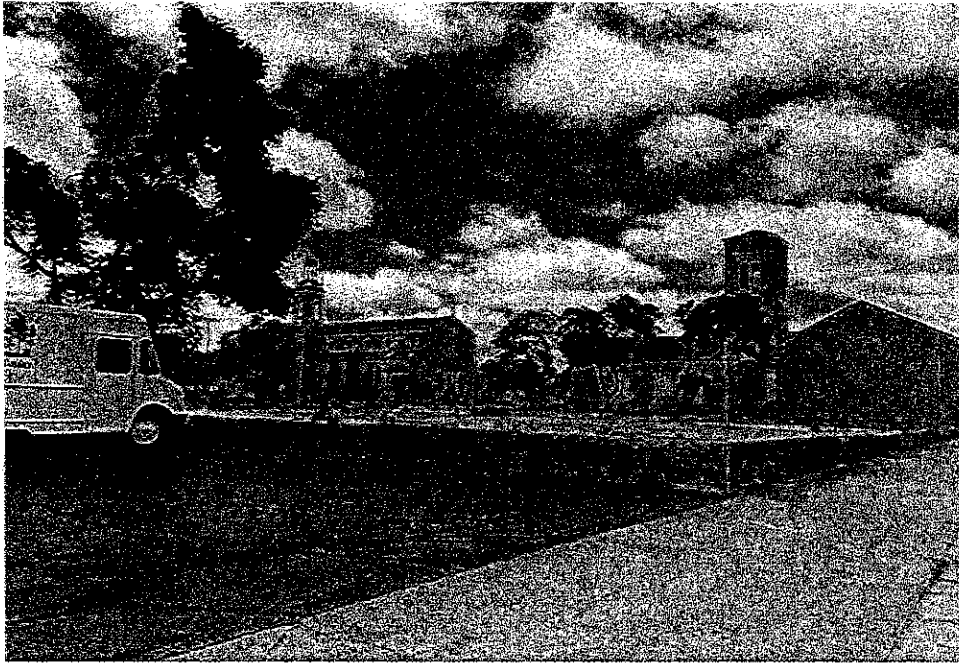
June 28, 2022

Contact Maria Caron by phone to remind her of the Public Hearing. She stated that she was out of town and had not gotten the notice. I explained that the City manager was not in favor of the partial concrete removal. I explained that the City Manager does not have the authority to approve the partial removal of the concrete but they can appeal the potential condemnation.

I told her that I had set up the Public hearing for July 7th.



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The City of Escanaba is an equal opportunity employer and provider.**



#2

PAID CK #1126
2/18/15
AP

APPLICATION FOR DEMOLITION PERMIT CITY OF ESCANABA
ESCANABA, MI 49829

We, the undersigned, owner(s)/agent(s) of the following described property hereby apply to you for a Demolition Permit. The property owner(s) has verified any existing utility placements. The applicant certifies the information submitted is accurate. The applicant states that he/she has the property owner's authority to execute this agreement and permit. Any permit issued upon a false statement of any fact which is material to the issuance hereof, shall be void. All questions must be answered and please print.

PARCEL # (OF BUILDING BE DEMOLISHED): _____

STREET ADDRESS (OF BUILDING BEING DEMOLISHED): 630 1ST Ave So.

PROPERTY OWNER(S) NAME: Todd & Maria Caron

PHONE NUMBER: [REDACTED] E-MAIL ADDRESS: [REDACTED]

PROPERTY OWNER ADDRESS: [REDACTED]

TYPE OF LOT: (circle one) Corner Lot Interior Lot Other: _____

LENGTH OF LOT: 152' WIDTH OF LOT: 112'

PROPERTY DISTRICT ZONING DESIGNATION: Commercial - Residential

TYPE OF BUILDING (BEING DEMOLISHED): (circle one) Residential Garage Shed Commercial Wireless Tower
Industrial
Other: _____

SIZE OF BUILDING: (square footage) _____

CONSTRUCTION TYPE: (circle one) Frame Brick Stone Other: (specify) _____

ESTIMATED VALUE OF DEMOLITION: \$100,000.00

CITY SUPPLIED UTILITIES ON CURRENT SITE: (circle all that apply) Electrical , Water Sewer

DEMOLITION CONTRACTOR INFORMATION

COMPANY/APPLICANT NAME: _____ DATE: _____

SUBMITTED BY: _____

SIGNATURE: _____ PHONE: _____

EMAIL ADDRESS: _____ LICENSE #: _____

PROPERTY OWNER DEMOLITION

I am the property owner and will act as my own demolition contractor.

Maria Caron
Property Owner Signature

2/18/15
Date

CITY OF ESCANABA ---OFFICE USE ONLY:

#20

DATE RECEIVED: _____ APPROVED: 2/18/15 DISAPPROVED: _____

IF APPLICATION IS DENIED, REASON FOR DENIAL: _____

SPECIAL REQUIREMENTS OF APPROVAL: See Below

OTHER REQUIREMENTS:

YES NO N/A

- Michigan DEQ Notification of Intent to renovate/demolish has been filed with the State of Michigan. owner must do
- Delta County Solid Waste Management Authority has been contacted about proposed demolition. owner must do
- \$350.00 water line abandonment deposit has been paid to the City of Escanaba.
- \$350.00 sanitary line abandonment deposit has been paid to the City of Escanaba.
- \$350.00 public property repair deposit has been paid to the City of Escanaba.
- If structure has Natural Gas provided by DTE Energy/Michcon, call 1-800-533-6220 to have the service line terminated near the street before any demolition can begin.

COMMENTS:

6 months to decide on water + sewer abandonments. If no reuse is determined they need to be abandoned at that time.

Owner wants to leave cement slab already w/ existence for reuse - will be reevaluated once clear road is done

SIGNATURE OF REVIEWER: J. Zimb DATE: 2/18/15

2-18-15
DATE



CITY OF ESCANABA
PRIVATE WORK REQUEST

P.W. 0860
CLERK

VARIOUS DEPARTMENT The following work is requested at: 630 1ST AV S LOCATION

UTILITY ABANDONMENT & DEMOLITION

DBA E&M ENTERPRISES

\$ 1050.00 DEPOSIT MADE

Invoice Balance To TODD CARON

At [Redacted]

ESCANABA

Applicant Signature: *Todd Caron*
APPLICANTS SIGNATURE

MATERIAL	UNIT	RATE	COST	TOTALS
Sub Total - Material				
Overhead				
Sub Total				
Sales Tax				
Sub Total				
Overhead				
Unit No.				
Unit No.				
Unit No.				
Unit No.				
Other				

TOTAL CHARGE



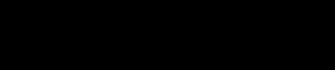
P.O. Box 948 • Escanaba, MI 49829-0948 • (906)786-9402 • fax (906) 786-4755

TDD (800) 649-3777

May 29, 2019

#3

Todd and Maria Caron



Re: 630 1st Avenue South - Concrete

Mr. and Mrs. Caron:

Due to concerns which have been received here at my office and upon reviewing the file on the property, it appears that it was your intention to possibly reuse the existing concrete foundation at 630 1st Avenue South for rebuilding. That was over 4 (four) years ago and no work or proposals have been seen relating to utilizing the property.

Due to the inactivity, it shall be required to remove all concrete flooring and footings from the property at this time. Please contact this office concerning this demolition/removal of the foundation and concrete slab.

Important Note: Failure to remove the material and to fully restore the grounds with topsoil and seeding may result in citations and fines or legal action through the courts.

Sincerely,

Blaine R. DeGrave
Community Preservation Department
City of Escanaba
(906) 786-9402
bdegrave@escanaba.org

UNITED STATES POSTAL SERVICE Certificate of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS for mailing. This form may be used for domestic and international mail.

From: City of Escanaba
P.O. Box 948
Escanaba, MI 49829-0948

To: Todd + Maria Caron

ESCANABA MI 49829
MAY 29 2019

02 1P
0006-2292
MAY 29 2019
\$001.450
UNITED STATES POSTAGE
FIRST CLASS
PRIORITY MAIL
FROM ZIP CODE 49829

PS Form 3817, April 2007 PSN 7530-02-000-9065

Mission Statement:

Enhancing the enjoyment and livability of our community by providing quality municipal services to our citizens.

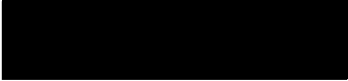


Sent POS 7.10.19 BD

P.O. Box 948 • Escanaba, MI 49829-0948 • (906)786-9402 • fax (906) 786-4755
TDD (800) 649-3777

July 10, 2019

Todd and Maria Caron



H4

Re: 630 1st Avenue South - Concrete

FINAL ATTEMPT:

Mr. and Mrs. Caron:

On May 29, 2019 a letter was sent out to you concerning the demolition/removal of the remaining foundation and concrete slab at 630 1st Avenue South. It was asked that you contact this office concerning this issue and as of this date of July 10, 2019 we have not received any correspondence from you.

Due to concerns which have been received here at my office and upon reviewing the file on the property, it appears that it was your intention to reuse the existing concrete foundation at 630 1st Avenue South for rebuilding/reuse. Due to the inactivity concerning this property, it shall be required to remove all concrete flooring and footings from the property at this time. Please contact this office by July 31, 2019.

Important Note: Failure to contact this office or fully remove the concrete material and restore the grounds with topsoil and seeding by the indicated date stated above may result in citations and fines or legal action through the courts.

Sincerely,

Blaine R. DeGrave
Community Preservation Department
City of Escanaba
(906) 786-9402
bdegrave@escanaba.org

630 1st Ave. So.



P.O. Box 948 • Escanaba, MI 49829-0948

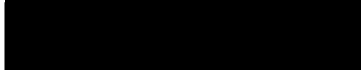


906-786-9402 • fax 906-786-4755

June 29, 2020

Called July 13th - 280-1496
3:07

Todd and Maria Caron



#5

Re: 630 1st Avenue South Concrete Foundation

Mr. and Mrs. Caron:

My last attempt to contact you was May of 2019. Within the letter I had asked you to contact me concerning removal of the remaining foundation and concrete slab at 630 1st Avenue South. To this date I have not received any correspondence from you. Your demolition permit dated February 18th, 2015 indicated under comments that the utilities were to be left intact for 6 months due to their possible reuse. Request to leave the concrete slab for reuse were also noted and were to be reevaluated but with no specific time line. Although it does not indicate a time line, 5 years would be an ample period for a considered reuse of the property.

It is my determination that the remaining concrete foundation and concrete slab is in violation of Section PM-108.0 UNSAFE STRUCTURES AND EQUIPMENT. Subsection PM-108.1 General: *When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.*

Please be advised that it is hereby ordered under my authority as the Code Compliance Inspector of the City of Escanaba that all foundation, footings and concrete floor areas on the property stated above must be removed at a date of no later than August 3, 2020. If by this deadline the removal of the foundation, footings and concrete floor areas have not been completed I will take condemnation action against the property.

See Attachments for further information concerning "Failure to Comply" and "Application for Appeals"

Sincerely,

Blaine R. DeGrave
Code Compliance Inspector
Community Preservation Department
City of Escanaba
(06) 786-6121
bdegrave@escanaba.org

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

ESCANABA, MI 49829

OFFICIAL USE

Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$2.90
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.50
Total Postage and Fees	\$3.75

Sent To: Todd and Maria Caron
 Street: [Redacted]

ESCANABA MI 49829
 JUN 30 2020
 Postmaster Here
 JUN 30 2020
 USPS

0509 12

SEPT 24ET 1000 0400 9102



Mission Statement:
Enhancing the enjoyment and livability of our community by services.

The City of Escanaba is an equal opportunity emp...

#15A

PM-110.3 Failure to Comply: If the owner of a premises fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be razed and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such razing and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

PM-111.1 Application for Appeal: Any person affected by a decision of the code official or a notice of order issued under this code shall have the right to appeal to the board of zoning appeals, provided that a written application for appeal is filed within ten (10) days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirement of this code are adequately satisfied by other means. The zoning board of appeals shall not have the authority to alter or change this code; provided, however, that in interpreting and applying the provisions of this code, the requirement shall be the spirit and intent of the code but not the granting of a special privilege.

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Sent reg. Mail 8/14/20

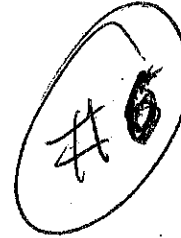
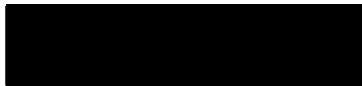
P.O. Box 948 • Escanaba, MI 49829-0948
906-786-4755



906-786-9402 • fax

August 11 2020

Todd and Maria Caron



Re: 630 1st Avenue South Reuse:

Mr. and Mrs. Caron:

In meeting with you before or on August 10, 2020, we discussed the possibility that you would consider building storage units on the property and I stated that I would look into the uses for the property to make sure that it was an allowed use according to the city ordinance. In researching and talking with Roxanne Spencer, the City Planning and Zoning administrator, it was determined that this was not an allowed use. I have attached a copy of the uses which would be allowed under the commercial (E) district. I have also attached a copy of the demolition permit which you had applied for during the initial demolition of the structure at this address.

I you have any further questions please feel free to contact me.

Sincerely,

Blaine R. DeGrave
Community Preservation Department
City of Escanaba
(906) 786-9402
bdegrave@escanaba.org



Mission Statement:

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• **Section 1002. - Uses Permitted in a Commercial District.**

1002.1. *General.* In a Commercial District, a building, structure, or premises, may be erected or used for one (1) or more of the following specified purposes:

- A. Office, studio, barber shop, beauty shop.
- B. Retail stores and restaurants.
- C. Wholesale business, storage in bulk of or warehouse for such material as clothing, cotton, drugs, dry goods, feed, food, furniture, hardware, metals, pipe, rubber, shop, supplies, tobacco, wool within an enclosed building.
- D. Bank, financial institution, credit union, theater, moving picture house, recreation building, assembly hall, mortuary, funeral home.
- E. Cold storage plant, ice manufactory, creamery, ice cream manufactory, candy manufactory, bottling works, milk bottling or central distributing station, baking plant, dairy.
- F. Dyeing or dry cleaning plant, laundry.
- G. Ship passenger terminal, bus terminal, taxi stand.
- H. Printing plant, newspaper plant.
- I. Radio and television broadcasting station, telephone exchange, police and fire station.
- J. Community garage.
- K. Hotels, boarding houses, club houses with residential facilities, lodging houses, motels, overnight cabins, and other business of a similar nature, in which shelter or lodging is furnished a relatively transient clientele and a charge is made therefor.
- L. Churches (except on Ludington Street between 2nd Street and 22nd Street).
- M. Public or parochial schools, colleges, public library, museum, private educational institutions.
- N. Hospital, home dormitory

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- O. Community building, club, or armory.
- P. Amusement, commercial, outdoor.
- Q. Automobiles, truck and utility trailer rental.
- R. Automotive sales and repair.
- S. Car washes.
- T. Boat and ship sales and repair (not exceeding 100 feet in length).
- U. Cultural facilities.
- V. Equipment rental and leasing, within an enclosed building.
- W. Government buildings.
- X. Laboratories, dental, medical and optical.
- Y. Post Offices.
- Z. Restaurants, taverns.
- AA. Studios for artists, designers, photographers, musicians, sculptors, gymnasts, potters, wood and leather craftsman, silversmiths, and designers of ornamental and precious jewelry.
- BB. Neighborhood food and beverage service.
- CC. Catalog and mail order houses.
- DD. Funeral Home.

Handwritten circled initials "H68"

• **Section 1003. - Uses Allowed By Special Land Use Permit.**

1003.1. *General.* The following uses of land and buildings, together with accessory uses, are allowed in the Commercial District if a special land use permit is issued according to the standards of this chapter:



Mission Statement:

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The City of Escanaba is an equal opportunity employer and provider.



- A. Churches on Ludington Street between 2nd Street and 22nd Street.
- B. Public garages, repair shops, gasoline service stations and other motor fuel filling stations.
- C. Public garages, business, public or quasi-public, and commercial vehicle parking.
- D. The Planning Commission may authorize principle and other uses not stated in the district where the land is located, provided that such uses are consistent with the intent of this chapter and the standards set forth herein.



#6 P

NOT OK #112
2/18/15
R?

APPLICATION FOR DEMOLITION PERMIT CITY OF ESCANABA
ESCANABA, MI 49829

We, the undersigned, owner(s)/agent(s) of the following described property hereby apply to you for a Demolition Permit. The property owner(s) has verified any existing utility placements. The applicant certifies the information submitted is accurate. The applicant states that he/she has the property owner's authority to execute this agreement and permit. Any permit issued upon a false statement of any fact which is material to the issuance hereof, shall be void. All questions must be answered and please print.

PARCEL # (OF BUILDING BE DEMOLISHED): _____

STREET ADDRESS (OF BUILDING BEING DEMOLISHED): 630 1st Ave. So.

PROPERTY OWNER(S) NAME: Todd & Maria Caron

PHONE NUMBER: [REDACTED] E-MAIL ADDRESS: [REDACTED]

PROPERTY OWNER ADDRESS: [REDACTED]

TYPE OF LOT: (circle one) Corner Lot Interior Lot Other: _____

LENGTH OF LOT: 152' WIDTH OF LOT: 112'

PROPERTY DISTRICT ZONING DESIGNATION: Commercial - Residential

TYPE OF BUILDING (BEING DEMOLISHED): (circle one) Residential Garage Shed Commercial Wireless Tower
Industrial
Other: _____

SIZE OF BUILDING: (square footage) _____

CONSTRUCTION TYPE: (circle one) Frame Brick Stone Other: (specify) _____

ESTIMATED VALUE OF DEMOLITION: \$1,000,000.00

CITY SUPPLIED UTILITIES ON CURRENT SITE: (circle all that apply) Electrical Water Sewer

DEMOLITION CONTRACTOR INFORMATION

COMPANY/APPLICANT NAME: _____ DATE: _____

SUBMITTED BY: _____

SIGNATURE: _____ PHONE: _____

EMAIL ADDRESS: _____ LICENSE #: _____

PROPERTY OWNER DEMOLITION

I am the property owner and will act as my own demolition contractor.

Maria R Caron
Property Owner Signature

2/18/15
Date

#6 E

CITY OF ESCANABA --OFFICE USE ONLY:

DATE RECEIVED: _____ APPROVED: 2/18/15 DISAPPROVED: _____

IF APPLICATION IS DENIED, REASON FOR DENIAL: _____

SPECIAL REQUIREMENTS OF APPROVAL: See Below

OTHER REQUIREMENTS:

YES NO N/A

- Michigan DEQ Notification of Intent to renovate/demolish has been filed with the State of Michigan. owner must do
- Delta County Solid Waste Management Authority has been contacted about proposed demolition. owner must do
- \$350.00 water line abandonment deposit has been paid to the City of Escanaba.
- \$350.00 sanitary line abandonment deposit has been paid to the City of Escanaba.
- \$350.00 public property repair deposit has been paid to the City of Escanaba.
- If structure has Natural Gas provided by DTE Energy/Michcon, call 1-800-533-6220 to have the service line terminated near the street before any demolition can begin.

COMMENTS:

6 months to decide on water & sewer abandonments. If no reuse is determined they need to be abandoned at that time

Owner wants to leave cement slab already in existence for reuse - will be reevaluated once cleared for

SIGNATURE OF REVIEWER: [Signature] DATE: 2/18/15

H68

CITY OF ESCANABA
PRIVATE WORK REQUEST

P.W. 0860

2-18-15

DATE

CLERK

VARIOUS

DEPARTMENT

The following work is requested at:

630 1ST AV S

LOCATION

UTILITY

ABANDONMENT

&

DEMOLITION

DBA E&M ENTERPRISES

\$ 1050.00
DEPOSIT MADE

Invoice Balance To. TODD CARON

At



Marina Caron
APPLICANTS SIGNATURE

MATERIAL	UNIT	RATE	COST	TOTALS
			Sub Total - Material	
			Overhead	
			Sub Total	
			Sales Tax	
			Sub Total	
			Overhead	
Unit No.				
Unit No.				
Unit No.				
Unit No.				
Other				

TOTAL CHARGE



City of
Escanaba
MICHIGAN

CASE # 21-7909

Code Enforcement Division

1900 3rd Avenue North Escanaba, MI 49829
906-786-6121 Fax 906-786-6030

#2

April 25, 2022

Todd and Maria Caron
[REDACTED]

Re: 630 1st Avenue South Concrete

Mr. and Mrs. Caron,

Please be advised:

Past attempts to get the concrete removed and properly disposed of or to have the property repurposed at the location at 630 1st Avenue South, have not been successful. Because of that, I will be requesting at the regular City Council meeting on May 19, 2022, to set a Public Hearing date for **NOT LESS THAN 4 WEEKS** after this Council meeting, with a tentative hearing date of June 16, 2022, to review the proposed condemnation of the remaining concrete. If you choose to do so, you may address the council with any information regarding this proposed condemnation at that time.

If it is your intention to have this concrete removed or repurposed, a detailed plan of action will be required to be presented to this office before June 13, 2022, stating time lines with a final completion date of no later than September 30, 2022,

Respectfully,

Blaine R. DeGrave
Code Compliance Inspector
City of Escanaba
(906) 786-6121
bdegrave@escanaba.org



Enhancing the enjoyment and livability of our community by providing quality municipal services to our citizens.
The City of Escanaba is an equal opportunity employer and provider.



Code Enforcement Division

1900 3rd Avenue North Escanaba, MI 49829
Office – 906.786.6121 Fax – 906.786.6030

June 10, 2022



Todd and Marie Caron

RE: Public Hearing
630 1st Avenue South, Escanaba, MI 49829
Parcel Number: 051-010-2929-307-008

To whom it may concern:

In accordance with Section PM-110.1 Demolition, of Escanaba's Property Maintenance Code, a **Public Hearing** has been scheduled before the Escanaba City Council on **July 7, 2022 at 7:00pm**. The meeting will be conducted in the Council Chambers of City Hall, which is located at 410 Ludington Street. You are invited to attend this hearing so that you can present any information or pertinent facts to the City Council so a decision can be made as to whether to condemn and require the surface and subsurface concrete structure located at 630 1st Avenue South, Escanaba, MI to be removed and properly disposed of and to then have the remaining surface area to be properly filled, leveled, have topsoil applied and seeded with grass seed to applied standards.

Please contact this office for if you have any further questions or information regarding this public hearing.

Sincerely,

A handwritten signature in cursive script that reads "Blaine R. DeGrave".

Blaine R. DeGrave
Code Compliance Inspector
Public Safety Department
City of Escanaba
(906) 786-6121
bdegrave@escanaba.org

Agenda Item: NB-1
Date: 07/07/2022

City Council Agenda Item Request

Date: June 22nd, 2022

Name: Robert LaMarche

Department: EPSD

Item: Agreement with Wells Township

Meeting date requested: July 7th, 2022

Explanation for request:

Renew a contract between the City of Escanaba and Wells Township to provide continued fire protection for Wells Township.

AGREEMENT

This agreement, made on this _____ day of _____, 2022 by and between the **City of Escanaba**, a Michigan Municipal Corporation, hereinafter referred to as the City, and the **Township of Wells**, of the County of Delta, State of Michigan, hereinafter referred to as the Township:

WITNESSETH:

WHEREAS, the City and the Township have heretofore entered into previous contracts or agreements pertaining to fire protection in Wells Township; and

WHEREAS, these agreements expire on June 30, 2022; and

WHEREAS, the Township also recognized that fire-fighting equipment is becoming more specialized – with equipment designed for use in the City and different equipment designed for fighting Township fires;

NOW, THEREFORE, in consideration of the mutual promises and agreement herein contained, it is mutually agreed as follows:

1. This term of the agreement shall commence on **July 1, 2022** and shall expire on **June 30, 2027**.
2. The township shall provide to the City a jointly owned pump truck and tender owned by the Township of Wells. These vehicles will be housed in the Department of Public Safety in Escanaba. The Township shall continue to pay all expenses arising out the care and maintenance of the tender and 1/3 expenses for the jointly owned pump truck.
3. The Township shall, with the approval of the City, carry adequate liability and property damage insurance, and shall indemnify and hold harmless the City of Escanaba for any and all loss or damage of any kind arising out of the existence, housing, maintenance, or operation of the Township's fire trucks.
4. The City will furnish to the Township fire service for the protection of buildings within the Township. The manner of providing service at any time shall be wholly within the discretion of the director of the Department of Public Safety of the City of Escanaba or his authorized representative. In no event shall the City be liable to the Township or any property owner in the Township, for failure to furnish such service or for any delay in furnishing such service.
5. The specific area of the Township covered by this agreement shall remain as they are in the past agreements.
6. For the protection granted in this agreement, the following annual fee shall apply for the following periods:

- a. From the date of this agreement through June 30, 2023, the Township shall pay the sum of \$56,055. Each year of the agreement shall contain a 1% increase to the previous year's payment. Payments will be made in quarterly installments. Each installment shall be due and owing on the 10th day of January, April, July and October.
7. Either party can withdraw from this agreement by giving three (3) years written notice. The prorated share of any advance payment will be returned to the Township, if applicable.
8. The City shall respond to all Township calls with these vehicles. The Township will be responsible for the maintenance and good working order of these vehicles, including but not limited to 1/3 expense for maintenance/expenses for the new pumper truck.
9. The replacement (when needed) of the present Wells Township tender truck shall be addressed by both the Township and City. Both entities will also address the replacement of the fire truck owned within the 20 - 25 year cycle of the truck.
10. The annual fee as described in paragraph 6 shall include the City of Escanaba dispatch services.

IN WITNESS WHEREOF, THE PARTIES HERETO, the City by its duly and legally authorized officers, and the Township Supervisor and Clerk, by their fully and legally authorized officers, set their hand and seals on the day and year first above written.

Signed in the presence of:

City of Escanaba, a Municipal Corporation

By: _____

Mark Ammel
Its Mayor

TOWNSHIP OF WELLS, a subsidiary of Delta
County Michigan

By: _____

Robert Stasewich
Its Supervisor

Agenda Item: NB-2
Date: 07/07/2022

City Council Agenda Item Request

Date: 6-28-2022

Name: Robert LaMarche

Department: EPSD

Item: Traffic Control Order

Meeting date requested: July 7th, 2022

Explanation for request:

Traffic Safety is requesting no parking signs be placed in the 2600 block and 2700 block of 1st Ave South on the south side of the Ave.

City of Escanaba, Michigan

Traffic Control Order

Distribution: 1012

- City Manager
- City Engineer
- City Clerk
- Public Works
- Public Safety

Traffic Control Order Number: 1012

Date of Filing: June 22, 2022

In accordance with Chapter 27 of the Escanaba Code of Ordinances as amended, we have made an investigation of the traffic conditions on:

The 2600 Block and 2700 Block of 1st Avenue South

And as a result of said investigation, do hereby direct that:

NO PARKING signs be installed on the south side of the 2600 block and 2700 block of 1st Avenue South.

Further that the following controls be placed at the following locations:

Sign Direction (Facing): **West**

The following Traffic Control Order(s) are hereby rescinded: _____

This order shall expire 90 days from date of filing except that upon its approval by the Escanaba City Council, it shall not so expire.

06/28/2022
Date of Filing with City Clerk

Signed: _____
Traffic Engineer

06/28/2022
Received for filing (date)

By: _____
City Clerk

Approved by the City of Escanaba Council on _____
Date

The Traffic Control Order is effective upon posting of the required street signs.

Agenda Item: NB-3
Date: 07/07/2022

City Council Agenda Item Request

Date: 06/24/2022

Name: Patrick Jordan

Department: City Manager

Item: Request to Purchase City Property

Meeting date requested: 7/7/2022

Explanation for request:

Administration has received a request to purchase 419 S 32nd Street for the purpose of a residential home. The bid price is \$22,500, the Assessor's appraisal is \$34,000, and the private appraisal is \$36,000.

5-31-2022

City Manager Patrick Jordan
City Assessor James McNeil

Re: Property Bid

I would like to place an official bid on
parcel # 051-420-2825-037
Address: 419 S 32nd St
Bid price: \$22,500

Purpose intended-new residential home.

Due to the current nature of the construction market, we would ask the 18 month timeline be extended to 36 months.

Most residential contractors are now booked out 24 months.

Thank you,
Kelli van Ginhoven



James McNeil
City of Escanaba
410 Ludington Street
Escanaba, MI 49829
jmcneil@escanaba.org

June 24, 2022

RE: Purchase Request – 419 S 32nd Street

Per City standard operating procedure, a request to purchase City owned land requires an appraisal by the Assessor's Office. The City has a number of residential lots available for sale in this neighborhood. The properties are not actively listed but are listed on the City website.

419 S 32nd Street is the largest lot available. It is 100' wide and 267' deep on average. A residential lot that is deeper than standard is worth more than a standard lot, however, the excess depth has a lesser marginal contribution to property value than the standard rate.

The market for residential land has shown strength, and there are good comparable sales available. In my opinion, the value of this property is \$34,000.

JM



Mission Statement:

Enhancing the enjoyment and livability of our community by providing quality municipal services.

The City of Escanaba is an equal opportunity employer and provider.

Agenda Item: NB-4
Date: 07/07/2022

City Council Agenda Item Request

Date: June 27, 2022

Name: Patrick Jordan

Department: Administration

Item: Request for road closure-Great Lakes Federal Credit Union

Meeting date requested: July 7, 2022

Explanation for request:

Great Lakes Federal Credit Union has requested closure of the 2100 block of 3rd Place, in order to safely conduct their annual Member Appreciation Day. The date of the event is August 12, 2022 from 11:00am til 3:00pm. Recreation Director Kim Peterson has given approval for the use of Dickson Field. Closure of 3rd Place road will give safe access to the Park for children's and family activities.



GREAT LAKES FIRST FEDERAL CREDIT UNION

2110 Third Avenue North
Escanaba, MI 49829
PH (906)-786-4623
FX (906)-786-6724
escanaba@glffcu.com

1005 Delta Avenue
Gladstone, MI 49837
PH (906)-428-2362
FX (906)-428-3404
www.glffcu.com

City Manager

Patrick Jordan

P.O. Box 948

Escanaba, MI 49829

I am writing you today to request a temporary road closure of 3rd PI Rod near our business Great Lakes First Federal Credit Union. We are hosting our annual member appreciation day on August 12, 2022, from 11:00 AM-3:00 PM. I have gotten approval from Kim Peterson to access Dickson Field to set up a bounce house for our youth members. As a safety precaution we are requesting the closure of 3rd PI road between our business and the field in hopes children can safely go from our parking lot at 2110 Third Avenue North to the field during our event. Our drive thru would still need to be accessible to members. A partial block from the dirt lot behind the field to our drive thru would be sufficient. Please reach out to me if you have any questions. My direct line is [REDACTED] I look forward to your response.

Sincerely,

Becky Townsend

Marketing Specialist



GREAT LAKES FIRST FEDERAL CREDIT UNION

2110 Third Avenue North
Escanaba, MI 49829
PH (906)-786-4623
FX (906)-786-6724
escanaba@glffcu.com

1005 Delta Avenue
Gladstone, MI 49837
PH (906)-428-2362
FX (906)-428-3404
www.glffcu.com

Hiawatha Chef Supply
400 N Lincoln Rd, Escanaba, MI 49829

I am writing to inform you of a temporary partial closure of road 3rd P1 between our drive thru and our parking lot for our annual member appreciation day. This closure will not include your parking lot exit. I have attached a map of the blocked area. Our member appreciation day is Friday 8-12-2022 from 11:00-3:00 PM. Please reach out to me if you have any questions or concerns regarding the closure. Thank you.

Sincerely,
Becky Townsend

Marketing Specialist
GLFFCU



CITY OF ESCANABA - SPECIAL EVENT APPLICATION

Festivals, Parades, Races, Walkathons, Temporary Road Closures

DATE(S) OF EVENT: 8-12-22
Day of Week, Month, Day, Year (Example: Saturday, October 29, 2016)

NAME OF EVENT: Member Appreciation Day

CONTACT INFORMATION: (Please print clearly – Incomplete applications may be delayed)

Organization: Great Lakes First Federal Credit Union

Contact Person: Becky Townsend Daytime Phone: [REDACTED]

Address: 2110 3rd Ave North Evening Phone: [REDACTED]

City, State Zip: Escanaba, MI 49829 E-mail: [REDACTED]

Website: www.glffcu.com Event Phone: [REDACTED]

Charitable Org #: _____ Fax: [REDACTED]
(if applicable)

Alternate Contact: Debbie Dye
(It is recommended that an alternative Name and Phone Number be provided)

Do you grant the City of Escanaba, City Manager's Office permission to give your telephone number to the general public? Yes No

LOCATION:

- City Park Name of Park: _____
- Building/Facility Name/Area: _____
- Road(s) Road Closure Required? Partial Full

DATE/TIME:

EVENT TIME <small>This is the time your event would be ready to accept participants or general public.</small>	Event Begins DATE: <u>8-12-2022</u> TIME: <u>11</u>	Event Ends DATE: <u>8-12-2022</u> TIME: <u>3</u>
SET-UP TIME <small>When you want the area reserved for your organization to ensure you have adequate time for set-up and tear-down.</small>	Set-up Start DATE: <u>8-12-2022</u> TIME: <u>9</u>	Tear-down End DATE: <u>8-12-2022</u> TIME: <u>3</u>

The collection, use and disclosure of personally identifying information submitted on this form will be used to facilitate the request to host a special event within the City of Escanaba. Applicants may, from time to time, be contacted by the city or a City-contracted third-party for the express purposes of gathering information about the proposed event, assessing satisfaction and/or obtaining feedback on services related to special events. Questions about this collection should be directed to the City Manager.

EVENT DETAILS – TYPE OF EVENT:

- Parade
- Cycling
- Festival/Event
- Run
- Walkathon
- Other (specify): _____

ESTIMATED ATTENDANCE: (Please estimate all that apply)

- Participants: # _____ Wheelchair Accessible: Yes No
- Bands: # _____ For events on City Property are you seeking approval to charge:
- Vehicles/Floats: # _____ Admission: Yes No
- Volunteers: # _____ Parking: Yes No
- General Public: # 400 This event is: Open to the Public
- For Invited Guests Only

EVENT ELEMENTS: (Complete to ensure proper permits are processed)

- Power Requirements: Yes No Fireworks: Yes No
- Sound Amplification: Yes No Alcohol: Yes No
- Access to power if possible: Yes No
- Live Music: Yes No
- Tents/Temp. Structures: Yes No Size of Tent(s): _____
- Amusement Rides: Yes No Provider: _____
- Inflatables: Yes No Provider: Bosk Equipment

FOOD AND BEVERAGE:

- Will there be Food and Non-Alcoholic Beverages sold? Yes No (Continue to next page)
- Food Stand locations: Indoor Outdoor Indoor and Outdoor
- What types of food will the Food Stands be selling? (Check all that apply)
- Chicken / Seafood Soups / Chili Other Foods (Please list)
- Rice / Pasta Dishes Salad _____
- Soda / Chips / Candy Other Meats _____
- Hotdogs / Hamburgers Baked Goods _____

RESERVATION FEES: (Check applicable box(es))

- Ludington Park – Pavilion (1/2 Day) \$75 (Resident) \$100 (Non-Resident)
- Ludington Park – Pavilion (Full Day) \$100 (Resident) \$125 (Non-Resident)
- Ludington Park – Bandshell (1/2 Day) \$75 (Resident) \$100 (Non-Resident)
- Ludington Park – Bandshell (Full Day) \$100 (Resident) \$125 (Non-Resident)
- Ludington Park – Gazebo (2 Hour Block) \$50 (Resident) \$75 (Non-Resident)
- Other Picnic or Gathering Area (Full Day) \$35
- John D. Besse Park – Pavilion (1/2 Day) \$75 (Resident) \$100 (Non-Resident)
- John D. Besse Park – Pavilion (Full Day) \$100 (Resident) \$125 (Non-Resident)
- Lemerand Field – Pavilion (1/2 Day) \$75 (Resident) \$100 (Non-Resident)
- Lemerand Field – Pavilion (Full Day) \$100 (Resident) \$125 (Non-Resident)
- Lemerand Field – Entire Complex (Full Day) \$250

*** Half-Day Reservations Cut-off Time is 4:00PM. Half-day reservations can be made before or after 4:00PM.

EVENTS REQUESTING ROAD CLOSURE:

Road closures must be approved by City Council. Once City Council has approved your road closure, changes cannot be made to your route without notification to the City Manager as a secondary Council Approval will have to be sought.

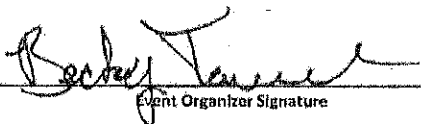
A detailed map of road closures **MUST** be included. Applicants must notify abutting properties of the closure at least 14 Days in advance of the event. This notification letter must be approved by the City Manager's Office. If there are any SPECIAL REQUESTS that you would like the City to consider, please outline them on a separate piece of paper and attach.

DEFINE THE CLOSURE LIMITS – ATTACH A DETAILED MAP

I have read and understood the Special Events Application.

I will notify the City Manager's Office of any changed to my event application at least fourteen (14) days in advance of the event.

I have received a copy, read and understand the contents of the City of Escanaba Policy and Procedures No. 060101-10 – Alcohol in Public Places (if applicable).


Event Organizer Signature

Becky Townsend
Print Name

06/10/2022
Date

Agenda Item: NB-5
Date: 07/07/2022

City Council Agenda Item Request

Date: June 29, 2022

Name: Gerald Pirkola

Department: Electric

Item: Service Truck

Meeting date requested: July 7, 2022

Explanation for request:

The Electric Department has two service trucks, model years 2005 and 2015. The 2005 recently failed the annual inspection and is not worth repairing. Administration is requesting approval to purchase a new service truck from Utility Sales & Service through the MIDeal program for \$219,635. This item is included in the 2022/23 budget.



412 Randolph Drive, Appleton, Wisconsin, 54913, Office (920) 788-2699 Fax (920) 788-4699

Quote Type:	Sales Quote
Company name:	Escanaba, City of Electric Utilities
Customer Name:	Gerald Pirkola
Customer Email address:	gpirkola@escanaba.org
Sales Quote:	6/28/2022
Vehicle Use:	Aerial
Estimated Travel Height +/- 2":	11'
Quote Number:	211211
Drawing?:	Drawing with Order
	MiDEAL ID# [REDACTED]
	COM NUM [REDACTED]

Chassis			
QTY	Description	Extra Chassis Info	Drive & Engine
1	Ford F-550	2023 Estimated Chassis Price. USSI will update when pricing is available.	4x4 Gas
	GVWR	19,500lbs	
	Cab Color	White	
	CA"	84"	
	Cab Type	Ext Cab	

Aerial			
QTY	Description	Extra Aerial Info	Supplier
1	VST-47I		TIME

Horizontal Reach	30'2"
Height to bottom of platform	42'4"
Platform Capacity (With Jib if applicable)	500lbs
Platform Size	42"
Start Stop Location(s)	Upper & Lower Controls, Rear
Two Speed Switch Location(s)	Upper & Lower Controls, Rear
Emergency Power Location(s)	Upper & Lower Controls
Aerial Color	White
Platform Stow Position	CS
Boom Rest Type	Auto Boom Latch
Elevator	Yes
Tru-guard	No
Hydraulic Tools at Basket	Yes

Body		
QTY	Description	Extra Body Info
1	84DLS	

Body Dimensions	
SS Compartment Lengths in Inches	30.5/30.5/40/31
CS Compartment Lengths in Inches	31.75/WU/42/31
Front of body to CA	81"
Overall Body Length	132"
Compartment Mounting Height From floor to TOC	25"
Overall Width	94"
Pack Depth	20"
Floor Width	54"
Pack Height	42"
Chassis CA	84"
Front outrigger inside body Cutouts/ Or outside of body	10" (USSJ Standard)
Rear outrigger inside body Cutouts/ Or outside of body	Outside of Body
Body Color	White

Body/Compartment Accessories			
QTY	Description	Location	Special Instructions
1	Under Structure	Under Structure	Steel
1	Floor Material	Floor	Aluminum
1	Non-Skid Compt Tops	ALL	All Compt Tops
1	Rope Light Compt Lighting	ALL	Both Sides & Top of All Compts
4	Wheel Chock Holder	Both SS & CS	Fender
1	Rubber Mounted Grip Strut Step	Ship Loose	For Access Way
1	Aluminum Overlay	CS TOP	Compt Top
1	Rod-Lock System	Both SS & CS	
1	Alum Rock Guards	Both SS & CS	Front Bottom Corner of Body. Marker Light Mounted 1" Above Each Guard.
1	Tailboard	Rear	Black
7	Adjustable Locking Swivel Hooks	First Vertical (SS)	Mounted 2-3-2
3	Adjustable Shelf W/Dividers	Second Vertical (SS)	
1	Pullout Drawer	Horizontal (SS)	Mounted below the hotstick shelf
10	Adjustable Locking Swivel Hooks	Rear Vertical (SS)	Mounted 3-4-3
1	Fixed Aluminum Shelf	First Vertical (CS)	Mounted 10" down from the CLEAR DOOR OPENING.
7	Locking Swivel Hook	First Vertical (CS)	Inverter mounted on top shelf. 2-3-2 mounted below shelf as high as possible.
1	Access Way W/Grip Strut Steps & Understep Storage	Second Vertical (CS)	2 Grab Handles
1	Fixed Shelf W/Dividers	Horizontal (CS)	Just above Durham Cabinet
1	Durham Cabinet	Horizontal (CS)	12D Mounted on bottom of compartment on a riser
20	Adjustable Locking Swivel Hooks	Rear Vertical (CS)	3-4-3. Mounted as high as possible. Another row of 3-4-3 mounted halfway down of compartment
1	Hot Stick Shelf W/Small Rear Door	SS	Full Length
1	Punched Alum Tray	Ship Loose	Mounted SS Full Length with a divider in the middle.

Other				
QTY	Description	Hyper Link to Photo/Drawing	Part Number	Mounting Location/Special Instructions
1	Bucket Cover 24"X42" W/Control	Click here oncel.	CB-7.5 W/C	On Bucket
1	Bucket Liner W/Inside Step 24"X42"X42"	Click here oncel.	L4242S	In Bucket
2	Mudflap 16"X24" USSI	Click here oncel.	B16LXC,MF-BRKT	Behind Rear Tires
2	Outrigger Pad Holder 18"X18"	Click here oncel.	6003005B-2	Near O/R's
4	Outrigger Pad 18"X18" (Composite)	Click here oncel.	D1818	In Holders
1	Fire Extinguisher 10Lb W/Standard Bracket	Click here oncel.	FX466204,366242	Ship Loose
4	Rubber Wheel Chocks	Click here oncel.	FA-26-R	In Holders both SS and CS
20	E-Track Galvanized (Per Ft)	Click here oncel.	43001	In cargo area at the top of the compartment on both SS and CS.
1	E-Track 2" Ratchet Strap	Click here oncel.	01075	Ship Loose
6	E-Track Hook, Spring Loaded J Style	Click here oncel.	01120	Ship Loose
1	Tailshelf Step AC Curbside	Click here oncel.	6003056C	
1	Cone Holder Bumper Mount SS	Click here oncel.	6003012S	SS on front bumper
1	Grab Rail 24" W/Alum Base	Click here oncel.	6003117	CS rear access way
1	Kit First Aid	Click here oncel.	ZZ821M10P	Ship loose
2	Ford Frame Rivet Spacer Plate	Click here oncel.	6003283P	2 Per Ford Chassis
1	Rubber Pad for Boom Protection		434-1	Rear of Tailshelf
1	Paint Non-Skid Black		AS-150	Walking Surfaces & cargo area
1	Triangle Reflector Kit		20R	Ship Loose
1	Full Body Safety Harness		AB17530	Ship Loose
1	Safety Lanyard 4' Harness		1341004	Ship Loose

Towing				
QTY	Description	Hyper Link to Photo/Drawing	Part Number	Mounting Location/Special Instructions
1	RV Style Trailer Socket W/Mounting Plate	Click here oncel.	12-707/6003191	Rear
1	Eyelet Weld On 5/8"Diam	Click here oncel.	3024T18	Rear
1	Class 5 44" Hitch W/2" Receiver Tube (With Steps)	Click here oncel.	ZZ1801050L/15928	Rear
1	8 Ton Combo Pintle Hook 2" Ball	Click here oncel.	BH8-2000	
1	Pintle Hook Mount 4 Hole Whitch Pin	Click here oncel.	E-32/F-5	

Lights				
QTY	Description	Hyper Link to Photo/Drawing	Part Number	Mounting Location/Special Instructions
1	Beacon 200S Strobe Light High Profile	Click here oncel.	200S	On a pole on the front of the SS of the body.
1	License Plate Light LED	Click here oncel.	15040	Rear
2	SYFLAT Surface Mount Led Strobe Light	Click here oncel.	SYFLAT6-AA	Grille
2	S/T/T + B/U + Strobe Combo 4" Round Light	Click here oncel.	SY1432ACRS	Tailshelf
2	SYFLAT Surface Mount Led Strobe Light	Click here oncel.	SYFLAT6-AA	Top Front Outside Corner
2	Work Light LED W/O Switch W/Bracket	Click here oncel.	SYTLLED1400R-FL, SYMB-BB	Top Front & Rear of Pedestal
1	Golight LED	Click here oncel.	20074GT	CS Hood
1	Lumabar	Click here oncel.	AY-LB-12HW020	Access Way

Electrical Other Than Lights				
QTY	Description	Hyper Link to Photo/Drawing	Part Number	Mounting Location/Special Instructions
1	Back-Up Alarm Dual Function	Click here oncel.	STA20502DW	Normal
1	2000 Watt Inverter (Ultimate Power) (Add Batt & Isolator)	Click here oncel.	ZZUP12/2000PCUL	C1 compartment on a shelf at the top.
1	Cord Reel 12/3 20Amp Plug	Click here oncel.	ZZL45451233A	CS of tailshelf
1	Battery Group 65 850CCA Ford	Click here oncel.	65-HP	C1 Bottom w/guard over top
1	Battery Isolator	Click here oncel.	ZZ78003B	C1 Bottom w/guard over top
1	Wire Body/Compartment Lighting		No Part Selected	
1	Install & Wire OEM Backup Camera at Rear		No Part Selected	
1	SST Box (Ford Only)	Click here oncel.	SST4-BX	
2	Wire Harness Motion Alarm	Click here oncel.	6006MAH10	1 for each set of O/R's
1	Wire Harness Tailshelf Left	Click here oncel.	6006THL12	
1	Wire Harness Tailshelf Right	Click here oncel.	6006THR12	

Hydraulic / Connection Parts/PTO & Pump				
QTY	Description	Hyper Link to Photo/Drawing	Part Number	Mounting Location/Special Instructions
1	Quick Couple Kit 1/2" With Covers	Click here once!	FF-371-8FP,FF-372-8FP, TFF38N,TMF38N	At bucket
1	Hose Kit VST47 Reg Cab		6009006	
1	Pump PTO Kit (Gas Ford F-550)	Click here once!	ZZ210GMMFPB242	

Tail Shelf				
QTY	Type	Door Type	Part Number	Mounting Location/Special Instructions
1	Saddle_Box	Vertical	SBV193094 (19H x 30W x 94L)	

Boxes/Trays				
QTY	Type	Type of Lid/Door	Size/Part Number	Mounting Location/Special Instructions
1	Stick_Box	Drop_Down	SSBDD1212120	Mount SS cargo area floor.
1	Ladder_Tunnel	Tunnel	LT0820131	SS top
1	Louvered_Saw_box	Lift_Up_Door	LSBLU162032	CS Front Top
1	Pull_Out_Drawer	Does_Not_Apply	FEDA062424 (Small Trucks)	Between Frame Rails

USSI Fabrication				
QTY	Description (Put a 1 in QTY for all that apply)	Part Number	Mounting Location/Special Instructions	
1	Prep Chassis			
1	Hook Up Fuel Fill each 15,000# GVWR and Over			
1	Fab & Install Boom Support			
1	Install Mounting Brackets for Body			
1	Fab & Install Bucket Support			
1	Install Frame Extensions for Tailshelf			
23	Plumb Unit & Fill with Flowmite 22 Hydraulic Oil (Per gallon)			
1	Install Return Filter			
1	Undercoating			
1	ANSI Inspection			
1	Dielectric Test			
1	DOT Inspection			
1	Clean and Prep for delivery			
1	Stability Test			



412 Randolph Drive, Appleton, Wisconsin, 54913, Office (920) 788-2699 Fax (920) 788-4699

Quote Date: 6/28/2022
Quote # [REDACTED]

Gerald Pirkola
Escanaba, City of Electric Utilities
1711 Sheridan Rd, Escanaba, MI 49829

Dear Mr. Gerald Pirkola,

UTILITY SALES and SERVICE, INC. is pleased to submit the following quote. Please review before signing this purchase contract. After signing this contract, any and all changes will result in a change order. If a change order is required, cost may be added to the total purchase cost.

The above listed customer, Cooperative, or municipality hereby agrees to purchase the Vehicle per Utility Sales and Service, Inc. Quotation No. listed above, and dated above. Further, by executing this agreement, the undersigned asserts that he/she has the authority to commit the resources of the customer listed above.

Pursuant to this agreement, The above listed customer asserts that this sale qualifies for sales tax exemption under _____ And all use of the Vehicle quoted conforms to the Wisconsin Administrative Tax Rule. If ever in the future it is determined that any tax, penalties or interest are due, they are the sole responsibility of the listed customer.

Price Information

AERIAL, BODY, ACCESSORIES & INSTALLATION:	\$159,685
CHASSIS: Ford F-550 4x4 GasExt Cab	\$59,950.00
NET PRICE F.O.B.	\$219,635

Terms & Conditions

- 1 Your sales terms for this order: Net 30 days
- 2 Estimated delivery date: 11/30/2023
- 3 This quote is valid until date: 7/28/2022
- 4 This quotation does not include any applicable sales taxes, title or license fees.

5 (***) All cost increases including surcharges for major components (Chassis, Aerial, Body, Parts) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to invoices.

6 USSI do not guarantee to match the color of the body to the chassis cab or other painted components. A close match can be achieved by the customer providing an approved, non-metallic dry sample of paint. When metallic paint is used, the closest possible match can only be achieved by painting the body with metallic paint. Contact USSI for cost of painting the body, if desired.

7 CLARIFICATION: When Utility Sales and Service, Inc. (USSI) is requested to provide a chassis in response to a bid specification we do so as a service to our valued customer. USSI does not assume the chassis manufacturer’s warranty. In addition, USSI does not provide transportation to or from our customer’s preferred chassis dealer. USSI is responsible for assuring that the chassis conforms to the letter of the written specification (if said spec. is appropriate, available and feasible) in the bid request provided by our customer. USSI administers all equipment and body manufacturer’s warranties applicable to components we install onto the chassis and provide a one-year warranty (from the date of delivery of the completed unit) on USSI workmanship.

8 This Purchase Contract is subject to the STANDARD TERMS AND CONDITIONS OF SALE-USSI HOLDINGS, INC., d/b/a Utility Sales and Service-EQUIPMENT & VEHICLES (the “Terms and Conditions”), as found on our webpage for equipment & vehicles terms & conditions or , PARTS AND SERVICE (the “Terms and Conditions”), as found on our webpage for parts & service terms & conditions or by contacting Utility Sales & Service Sales Department at 920-788-2699 to obtain copies. The terms of the Terms and Conditions are incorporated into herein and made part hereof and shall apply to this purchase and sale except where special requirements are stated elsewhere; in such cases, the special requirements shall apply. Delivery and acceptance of the equipment and/or vehicle subject to this invoice shall constitute unconditional acceptance of the Terms and Conditions. Delivery of the parts or completion of the service subject to this invoice shall also constitute unconditional acceptance of the Terms and Conditions.

Name: (Print): Gerald Pirkola

TITLE: _____

SIGNATURE: _____

DATE: _____

Please verify Contact information below is the Current Information for your Unit.

Shipping Address: 1711 Sheridan Rd, Escanaba, MI 49829

Billing Address: 1711 Sheridan Rh, Escanaba, MI 49829

Purchase Order Number _____

Contact Number: 906-766-0061

Email Address: gpirkola@escanaba.org

Thank you for considering *UTILITY SALES & SERVICE, INC.* to meet your needs in utility equipment. We look forward to serving you.

Sincerely,

Andrew Lang

Outside Sales Rep: Andrew Lang [REDACTED]

Inside Sales Rep: Jason Janquart, [REDACTED]

Agenda Item: NB-6
Date: 07/07/2022

City Council Agenda Item Request

Date: June 29, 2022

Name: Gerald Pirkola

Department: Electric

Item: Solar Land License & Management Agreement

Meeting date requested: July 7, 2022

Explanation for request:

Administration requests approval to change the twelve month settlement period in Section 8.4 of the Solar Land License & Management Agreement to January 1 to December 31.

Revised 01July2021
City of Escanaba

SOLAR LAND LICENSE & MANAGMENT AGREEMENT

Please fill out the information below.

Customer Name ("**Customer**"): _____

Utility Account Number: _____

Utility Account **Service Address** ("**Beneficiary Property**"): _____

Mailing Address:

TO BE COMPLETED BY CITY

Telephone: _____

Annual kWh _____

Email Address: _____

Total Paid \$ _____

Number of Requested Solar Energy Panels: _____

Cash/Check # _____

SOLAR LAND LICENSE & MANAGEMENT AGREEMENT

This license and management agreement ("**Agreement**") is entered into between the City of Escanaba, a Michigan municipal corporation, with offices at 410 Ludington Street, Escanaba, MI 49829; and **Customer**.

The parties agree to the following:

1. Overview. The **City of Escanaba** wishes to grant an irrevocable license to Customer for use of a portion of certain real property located at **3610 Airport Road**, Escanaba, MI, 49829, and described in **Exhibit A ("ESCANABA SOLAR PROJECT Site")** for the location of a solar panel or panels, owned by Customer on the site of a utility scale solar photovoltaic **ESCANABA SOLAR PROJECT**, to generate electricity for the benefit of Customer's Beneficiary Property. Customer wishes to contract with the City of Escanaba to manage maintenance, repair, and other related services described herein. City of Escanaba Electric Department customers will separately purchase solar panels ("**Customer Solar Property**") from the City of Escanaba on terms and at the price set by the City of Escanaba, and the City of Escanaba and/or its agents and subcontractors will install the panels and related facilities at the site, including a photovoltaic solar power system and all related equipment, apparatus, accessories, works and appurtenances (collectively referred to as the **ESCANABA SOLAR PROJECT or ESP**). The electrical production from Customer's solar panel(s) will be fed into the City of Escanaba electric grid and the City of Escanaba will issue credits for the electrical production from the **ESCANABA SOLAR PROJECT** in accordance with a

formula under which credits will be allocated on a pro-rata basis among the customers to offset their electrical use.

2. Qualifying Customer. The purpose of the **ESCANABA SOLAR PROJECT** is to allow residents, businesses and other organizations in the City of Escanaba electrical service area, the benefits of owning a solar panel or panels for generating clean renewable solar energy to offset some of the Customer's electric usage by their home or business which may be generated from non-solar sources. Any financial benefit to the Customer from the **ESCANABA SOLAR PROJECT** is limited to the Solar Generation Credit which will be applied to the Customer's electric bill. No other financial benefit will be received by the Customer.

In order to qualify for the program, a Customer must:

- A. Own or lease real property in the City of Escanaba Electric service area with an Electric account in good standing, which property is identified as the Beneficiary Property;
- B. Agree to be subject to the terms of this Agreement; and
- C. Wish to purchase one or more panels in the **ESCANABA SOLAR PROJECT** to generate electricity, equivalent to or a portion of electricity consumed at that Customer's property address.

3. License. City of Escanaba grants a license to Customer for non-exclusive use of a portion of the **ESCANABA SOLAR PROJECT** Site for the purposes described in this Agreement, in the area designated by **ESCANABA SOLAR PROJECT** and as shown on Exhibit A.

4. Term. The license is irrevocable except as provided in this Agreement. The Agreement is effective on the date signed by both parties in 2019, and **shall terminate 25 years later, in 2044**, unless otherwise terminated at an earlier date in accordance with the terms of this Agreement.

For Agreements signed beyond 2019, the Agreement will terminate in 2044, less than 25 years. For example, for Agreements signed in 2020, the Agreement will terminate in 24 years no later than 12/31/2044.

5. Use: Customer Access. A designated portion of the **ESCANABA SOLAR PROJECT (ESP)** Site will be licensed to Customer for the purposes of the project, including installation of solar panel(s) purchased by Customer from the **ESP** and other Customer Solar Property. **ESP** shall not allow other use of the **ESP** Site that would interfere with Customer's license. Customer shall not have the right to enter the **ESP** Site except as authorized by the City of Escanaba Electric Department. The Customer agrees that the Customer shall not remove Customer Solar Property from the **ESP** Site for the duration of the Term without prior written approval of the **ESP**. The Customer may sell or transfer ownership of the Customer Solar Property subject to the terms of this Agreement.

6. Personal Property. Each customer's panel will be deemed as Personal Property and assigned an individual number designating its location within the **ESP** Site.

7. Project Management. The City of Escanaba agrees to act as manager and supervisor of the **ESP**, including managing and overseeing, constructing, installing, removing, replacing, reconstructing, maintaining, repairing, and operating a solar array project and the **ESP** Facility. These duties include without limitation the following:

7.1 City of Escanaba, directly or through other contractors, repairmen, or installers, will cause the construction of and all modifications to the **ESP** Facility necessary to operate the **ESP**.

7.2 City of Escanaba (and/or their designated service contractors) shall keep and maintain and operate the **ESP** Facility now or hereafter located on the Site in good condition and repair, sufficient to keep the **ESP** Facility and solar panels in good repair and operating condition. Any other provision of this agreement notwithstanding, "good repair and operating condition" shall not require the **ESP** to remove any snow from the solar panels and/or site.

7.3. City of Escanaba will ensure the construction and operation of the **ESP** Facility are sufficient to allow solar panels to generate electricity and are in material compliance with all applicable laws, rules, regulations, ordinances, permits, approvals and variances. **ESP** makes no warranty or guarantee about the amount of electricity that will be generated from the solar panels.

8. Solar Agreement Credit. Customer will receive a credit for the energy allocated to Customer from the **ESP** on Customer's City of Escanaba - Utility Account - Electric billing statement determined in accordance with this section.

8.1 Allocation of energy produced. The energy allocated to the Customer from the **ESP** shall be determined as a fractional share of the total energy produced by the **ESP**. The fraction shall consist of a numerator equal to the number of panels owned by the Customer and the denominator shall be the total number of panels in the **ESP**. This allocation shall be made monthly.

8.2 Value of energy produced. The energy allocated to the Customer from the **ESP** shall be credited against the Customer's bill for the Beneficiary Property by multiplying the energy allocation by the Billing Credit as defined below:

Billing Credit per kWh of Solar Generation:

Dates	\$/kWh
1/1/2019 – 6/30/2019	.062
7/1/2019 – 6/30/2020	.074
7/1/2020 – 6/30/2021	.072
7/1/2021 – 6/30/2022	.064
7/1/2022 – 6/20/2023	.068
7/1/2023 – 6/30/2024	.070

7/1/2024 and beyond ~ 0.070 expected. Exact Billing Credit will primarily depend on future purchase contracts for energy and capacity.

Customer acknowledges the City of Escanaba will update and extend the Billing Credit as new future contracts are obtained, and the extended performance history of the ESP is established. The Billing Credit is based on Avoided Costs after subtracting Operating and Maintenance Costs for the ESP.

8.3 Application of Solar Agreement Credit. The Solar Agreement Credit shall be applied against Customer's electric bill at the Beneficiary Property as a separate credit on Customer's regular monthly electric bill. Charges for billing items other than energy charges shall be paid by Customers as billed by the City of Escanaba on a monthly basis and shall not be eligible for offset by Solar Agreement Credits.

8.4 Excess Solar Agreement Credits. If, in any regular billing month, the Customer's Solar Agreement Credit is greater than the electric charges on Customer's bill for the Beneficiary Property, such excess Solar Agreement Credit may be carried forward over a 12-month settlement period which shall be measured based on billing cycles for bills produced from **July 1st to June 30th**. During such settlement period, any excess Solar Agreement Credit in a monthly billing cycle shall carry forward to the next monthly billing cycle. At the end of the settlement 12 month period, any remaining Solar Agreement Credit of the Customer shall be zeroed out. Solar Agreement Credits shall have no cash redeemable value

9. Insurance; Taxes; Fees. The City of Escanaba shall be responsible for carrying insurance at its expense during the Term sufficient to cover the replacement cost of the solar panel(s) and **ESP** Facility, and a Commercial General Liability policy insuring against liability for injury or death of a person or persons or damage to property occasioned by or arising out of or in connection with the **ESP** and use of the Site/Facility or activities thereon.

The City of Escanaba shall be responsible for payment of all permitting fees and real estate taxes, fees, and assessments associated with the **ESP**. Individual Customers shall be responsible for all personal property taxes associated with their Customer Solar Property.

10. Payment; RECs; Investment Tax Credit

10.1. Agreement Payments. Customer payments to The City of Escanaba for the use of a portion of the **ESP** Site and Facility on the terms and condition set forth herein shall be a one-time payment with the cost per solar panel to be updated each July 1 based on the depreciation schedule in Exhibit C, to be paid for the Initial Term when Customer purchases the solar panel(s). This payment includes the cost of all ongoing maintenance, repairs, and related costs for the Term.

10.2. Renewable Energy Credits. By using renewable resources to produce electricity, the **ESP** becomes eligible for renewable energy certificates (RECs). A REC is created by every megawatt-hour of electricity generated from the **ESP**. The RECs generated from this project

belong to the City of Escanaba. The economic value of the REC is included in the participant's Billing Credit.

10.3. Investment Tax Credit It is the sole responsibility of the Customer to take any steps necessary to determine Customer's eligibility and claim any tax credit to which Customer may be eligible for costs related to Customer's solar panel(s). Customer has sole responsibility to determine Customer's eligibility for, or claim to, any tax credit or other benefit (other than the Solar Agreement Credit described in this Agreement) which may be available to Customer as a result of ownership of the Customer Solar Property.

10.4. No advice or warranty by the City of Escanaba regarding tax credits or other benefits. Customer acknowledges and agrees the City of Escanaba has not provided Customer with any advice regarding any tax credit or other benefit of Customer's ownership of the Customer Solar Property. Further, Customer acknowledges and agrees the City of Escanaba has no responsibility for demonstrating Customer's eligibility for any tax credit or other benefit of Customer's ownership of the Customer Solar Property.

11. Assignment; Transfer

11.1. Transfer of Beneficiary Property and Customer Solar Property. If the Customer no longer owns or leases the Beneficiary Property, and the Customer sells the Customer Solar Property to the subsequent Beneficiary Property owner or lessee, the Customer may transfer and assign its rights and duties under this Agreement, subject to the terms of this Agreement. The assignee/ transferee must meet all qualifications to become a "Customer" in this Agreement and must sign a new agreement with the City of Escanaba assuming all obligations of the Customer and agreeing to comply with the terms of this Agreement, including application of this section to any future owners or lessees of the Beneficiary Property. The transfer or assignment is not effective until approved by the City of Escanaba in writing, which approval shall not be unreasonably withheld if the Transferee/Assignee meets the requirements in this Agreement. After an effective transfer by the Customer to an approved transferee/assignee, the Customer will thereafter be relieved of all liabilities and obligations pursuant to this Agreement that arise after the transfer date except to the extent that they arise out of the actions of the Customer.

11.2. The City of Escanaba Purchase of Customer Solar Property. Other than when the Customer is transferring ownership of the Customer Solar Property along with ownership or leasing rights to the Beneficiary Property as provided in Section 11.1, the City of Escanaba shall have the first right of refusal to purchase the Customer Solar Property according to the price listed in the depreciation schedule attached as Exhibit B, which the City of Escanaba may exercise at the following times: (i) at any time during the Term when Customer wishes to sell Customer Solar Property; (ii) at any time during the Term when the Customer notifies the City of Escanaba or the City of Escanaba becomes aware that the Customer no longer owns or leases

the Beneficiary Property; OR (iii) effective on the date of the termination of the Term, provided that the City of Escanaba notifies Customer at least 30 and no more than 90 days prior to the termination of the Term that it intends to purchase the Customer Solar Property. Customer shall receive payment for Customer Solar Property within 30 days of the City of Escanaba exercising its right to purchase the Customer Solar Property. The Customer shall have no further right to payments under this Agreement for any solar panel purchased by the City of Escanaba. Exhibit C depreciation schedule is to be used for panels purchased after 6/5/20.

11.3. Other Customer Transfer. If a Customer no longer owns or leases the Beneficiary Property, or no longer owns Customer Solar Property, and the Customer's rights under this Agreement have not been transferred according to Section 11.1 or 11.2, then neither Customer nor the Customer's transferees or assignees will be entitled to any payments under this Agreement and the Customer shall return to the City of Escanaba any funds paid to the Customer from the date the Customer transferred ownership of Customer Solar Property or was no longer an owner or lessee of the Beneficiary Property.

11.4. City of Escanaba Assignment. The City of Escanaba may transfer or sell the ESP Site property and may assign rights and obligations under this Agreement to successors in interest without the prior consent of Customer, provided that the transferee/assignee assumes all responsibilities of ESP under this Agreement and the transfer/assignment is subject to the terms of this Agreement.

12. Agreement Termination/Suspension. The parties will have the right to terminate or suspend this Agreement only as provided in this section.

12.1. ESP Suspension. ESP may suspend the Customer's rights under this Agreement to receive solar agreement credits at any time if the Customer no longer owns or leases the Beneficiary Property and/or Customer Solar Property and the Customer has not received approval for a transfer of its rights as provided in Section 11, The Customer shall have no right to receive payments for electricity generated by the solar panel, as credits or otherwise, until or unless the Customer again owns or leases the Beneficiary Property or otherwise receives approval for a transfer pursuant to this Agreement.

12.2. Termination by Either Party. Any party may terminate the Agreement if the other party is in default under the Agreement and fails to take significant steps to substantially cure the default within 30 days of written notice by the other party.

13. Customer Acknowledgments. Customer agrees and acknowledges the following:

13.1. Subject to Customer Agreement. The Customer's use of the ESP Site is subject to the terms of this agreement and any other agreement made between Customer and ESP.

13.2. No Profit Expectation. Customer acknowledges and agrees that this license is not an investment and the Customer has not been promised or led to expect any profit from the ESP.

Customer warrants and represents that Customer is entering into this Agreement and purchasing the Customer Solar Property for the Customer's personal benefit and use. Customer's purpose for entering into this Agreement is to generate "clean" electricity for the Customer's consumption and to support and participate in generating greener energy in the City of Escanaba service area.

14. Notices. Notices required by this Agreement shall be deemed effective when delivered at the written address provided for each party above; or other contact information provided in writing to the other party.

15. Effective Date. This Agreement shall be effective the date last signed by the parties.

16. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to this subject matter and may only be amended in writing signed by the Customer and all parties affected by the amended term. If any provisions of this Agreement are determined to be illegal or unenforceable, then the remaining provisions shall nevertheless be binding with the same force and effect as if the illegal or unenforceable parts were deleted. The parties agree that this Agreement is governed by the laws of the State of Michigan and venue for any dispute arising out of or related to this Agreement shall be proper in Delta County, Michigan. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

The parties agree to the foregoing:

Date: Customer(s) _____

By _____

Witness: _____

Date: City of Escanaba

By: _____

Witness: _____

EXIBITS

EXHIBIT A
ESCANABA SOLAR PROJECT Site Map and Property Description

The ESCANABA SOLAR PROJECT address is 3610 Airport Road, Escanaba, MI 49829.

Part of SW ¼ of the NW ¼ of Section 1 T.38N., R.23W. And Part of SE1/4 of NE1/4 of Section 2 T.38N., R.23W City of Escanaba, Delta County, Michigan.

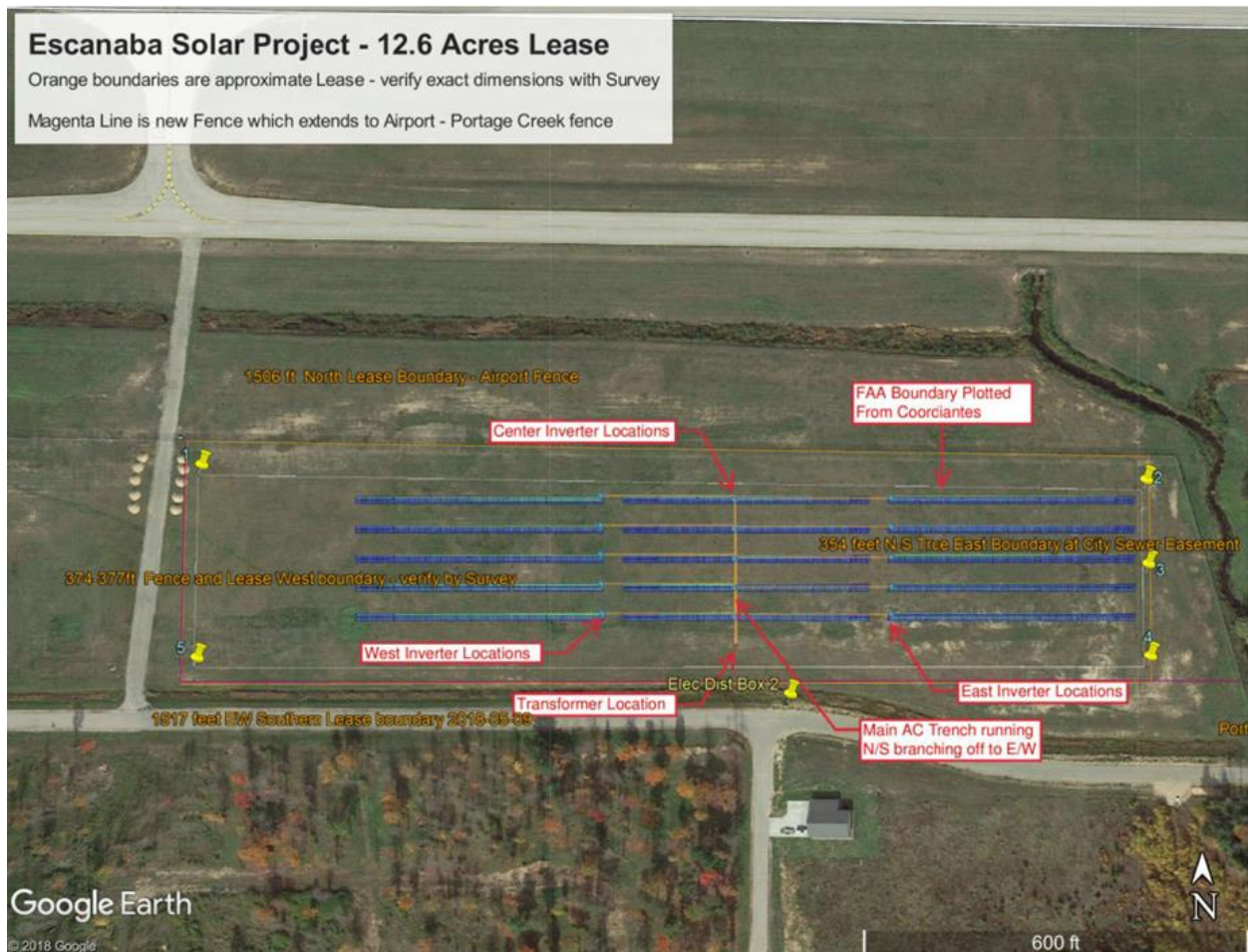


EXHIBIT B**Solar Panel Depreciation Schedule****Method: Straight Line Depreciation**

Year #	Year	Beginning Value	Depreciation Expense	Accumulated Depreciation	Ending Value
1	2019	407.00	16.28	16.28	390.72
2	2020	390.72	16.28	32.56	374.44
3	2021	374.44	16.28	48.84	358.16
4	2022	358.16	16.28	65.12	341.88
5	2023	341.88	16.28	81.4	325.60
6	2024	325.60	16.28	97.68	309.32
7	2025	309.32	16.28	113.96	293.04
8	2026	293.04	16.28	130.24	276.76
9	2027	276.76	16.28	146.52	260.48
10	2028	260.48	16.28	162.8	244.20
11	2029	244.20	16.28	179.08	227.92
12	2030	227.92	16.28	195.36	211.64
13	2031	211.64	16.28	211.64	195.36
14	2032	195.36	16.28	227.92	179.08
15	2033	179.08	16.28	244.2	162.80
16	2034	162.80	16.28	260.48	146.52
17	2035	146.52	16.28	276.76	130.24
18	2036	130.24	16.28	293.04	113.96
19	2037	113.96	16.28	309.32	97.68
20	2038	97.68	16.28	325.6	81.40
21	2039	81.40	16.28	341.88	65.12
22	2040	65.12	16.28	358.16	48.84
23	2041	48.84	16.28	374.44	32.56
24	2042	32.56	16.28	390.72	16.28
25	2043	16.28	16.28	407	0.00

Exhibit C					
Solar Panel Depreciation Schedule					
Method: Straight Line Depreciation					
Year #	Year	Beginning Value	Depreciation Expense	Accumulated Depreciation	Ending Value
1	2020	399.00	16.625	16.625	382.375
2	2021	382.38	16.625	33.250	365.750
3	2022	365.75	16.625	49.875	349.125
4	2023	349.13	16.625	66.500	332.500
5	2024	332.50	16.625	83.125	315.875
6	2025	315.88	16.625	99.750	299.250
7	2026	299.25	16.625	116.375	282.625
8	2027	282.63	16.625	133.000	266.000
9	2028	266.00	16.625	149.625	249.375
10	2029	249.38	16.625	166.250	232.750
11	2030	232.75	16.625	182.875	216.125
12	2031	216.13	16.625	199.500	199.500
13	2032	199.50	16.625	216.125	182.875
14	2033	182.88	16.625	232.750	166.250
15	2034	166.25	16.625	249.375	149.625
16	2035	149.63	16.625	266.000	133.000
17	2036	133.00	16.625	282.625	116.375
18	2037	116.38	16.625	299.250	99.750
19	2038	99.75	16.625	315.875	83.125
20	2039	83.13	16.625	332.500	66.500
21	2040	66.50	16.625	349.125	49.875
22	2041	49.88	16.625	365.750	33.250
23	2042	33.25	16.625	382.375	16.625
24	2043	16.63	16.625	399.00	0.000

Agenda Item: NB-7
07/07/2022

City Council Agenda Item Request

Date: 7/1/22

Name: Jeff Lampi

Department: Water

Item: Conduct Lead Service Line Replacements

Explanation for request:

Administration is requesting authorization to retain & hire any contractor to install a water service, who is licensed and insured to conduct this type of work, at the rate of \$3,100.00 for half a service or \$5,900.00 for a entire service per site or address, which is deemed necessary by the Water Department.

*Each site will yield many unknowns and additional costs for de-watering (~\$800.00 per site), and inside restoration of finished basements will be encountered as work progressed. Each of these items are expensive and will need to be addressed as we encounter them. The only fair way for both the City and Contractor shall be to conduct these based off a T&M basis.

Money is available for this type of work in the budget.